

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

CHARLES GREG NYGARD,

Plaintiff,

vs.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,
a corporation; AMERICAN
MORTGAGE NETWORK, INC., a
corporation; U.S. BANK NATIONAL
ASSOCIATION, a national banking
association; WACHOVIA
MORTGAGE LOAN TRUST
ASSET-BACKED CERTIFICATES,
SERIES 2006-AMN1, a trust; FIRST
AMERICAN TITLE INSURANCE
COMPANY, a corporation;
RESIDENTIAL FUNDING
COMPANY, LLC, a limited liability
corporation; DEUTSCHE BANK
TRUST COMPANY AMERICAS, a
corporation; RALI SERIES 2007-Q04
TRUST, a trust; MORTGAGEIT,
INC., a corporation; MORTGAGEIT
TRUST 2005-AR1, a trust;
DEUTSCHE BANK NATIONAL
TRUST COMPANY, a corporation;
INDYMAC INDX MORTGAGE
LOAN TRUST 2007-AR17, a trust;

) Civil No.:

) **COMPLAINT:**

) RACKETEER INFLUENCED and
) CORRUPT ORGANIZATIONS ACT
) OF 1970 [“RICO”][Title 18 United
) States Code §§ 1961, et.seq.] **RE:**
) RICO §§ 1962(c), 1962(d),
) 1964(a), 1964(b), 1964 (c)/
) **PINKERTON** DOCTRINE/RICO
) §1962(d) CONSPIRACY; RICO
) AIDING and ABETTING; RICO
) RESPONDEAT SUPERIOR; RICO
) §1962(d) CONSPIRACY TO AID and
) ABET; RICO AIDING and ABETTING
) RICO §1962(d) CONSPIRACY; and,
) RICO AIDING and ABETTING RICO
) RICO PRIMARY CONTRAVENTION.

1 and, NORTHWEST TRUSTEE
 2 SERVICES, INC., a corporation, }
 3 Defendants. }

4 Plaintiff Charles Greg Nygard, individually, alleges and complains against
 5 defendants MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
 6 a corporation; AMERICAN MORTGAGE NETWORK, INC., a corporation; U.S.
 7 BANK NATIONAL ASSOCIATION, a national banking association; WACHOVIA
 8 MORTGAGE LOAN TRUST ASSET-BACKED CERTIFICATES, SERIES 2006-
 9 AMN1, a trust; FIRST AMERICAN TITLE INSURANCE COMPANY, a
 10 corporation; RESIDENTIAL FUNDING COMPANY, LLC, a limited liability
 11 corporation; DEUTSCHE BANK TRUST COMPANY AMERICAS, a corporation;
 12 RALI SERIES 2007-Q04 TRUST, a trust; MORTGAGEIT, INC., a corporation;
 13 MORTGAGEIT TRUST 2005-AR1, a trust; DEUTSCHE BANK NATIONAL
 14 TRUST COMPANY, a corporation; INDYMAC INDX MORTGAGE LOAN
 15 TRUST 2007-AR17, a trust; and, NORTHWEST TRUSTEE SERVICES, INC., a
 16 corporation, for both the commission of and for the contravention of the federal
 17 Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
 18 United States Code §§ 1961, et seq.], and for federal supplementary jurisdiction relief
 19 [Title 28 United States Code §§ 1367(b)].

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I.***Competent Federal Subject Matter Jurisdictional and Federal Venue
Allegations***

1. Competent federal subject matter jurisdiction and federal venue exists, in whole and/or in part, pursuant to the following federal statutes:

A. Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(a)].

B. Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(b)].

C. Section 1964(c) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(c)].

D. Section 1965(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(a)].

E. Section 1965(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(b)].

F. Section 1965(d) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(d)].

G. Federal Question Jurisdiction [Title 28 United States Code §1331].

H. Federal Regulation of Commerce Jurisdiction [Title 28 United States

Code §1337].

I. Federal Declaratory Judgment Act of 1946 Jurisdiction [Title 28 United States Code §§ 2201-2202].

J. Federal Supplemental Jurisdiction [Title 28 United States Code §§ 1367(a)-(b)].

K. Federal General Venue [Title 28 United States Code §§ 1391(b)].

L. Federal Specific Venue [Title 28 United States Code §§ 1391(a)].

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II.

[RICO “Person” – Title 18 United States Code § 1961(3)]

2. Plaintiff alleges that each and every one of the individuals and entities are, constitute, and comprise a “person,” as statutorily defined identified within Title 18 United States Code § 1961(3):

- * Charles Greg Nygard, individually
- * MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a corporation
- * AMERICAN MORTGAGE NETWORK, INC., a corporation
- * U.S. BANK NATIONAL ASSOCIATION, a national banking association
- * WACHOVIA MORTGAGE LOAN TRUST ASSET-BACKED CERTIFICATES, SERIES 2006-AMN1, a trust
- * FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation
- * RESIDENTIAL FUNDING COMPANY, LLC, a limited liability corporation
- * DEUTSCHE BANK TRUST COMPANY AMERICAS, a corporation
- * RALI SERIES 2007-Q04 TRUST, a trust
- * MORTGAGEIT, INC., a corporation
- * MORTGAGEIT TRUST 2005-AR1, a trust
- * DEUTSCHE BANK NATIONAL TRUST COMPANY, a corporation
- * INDYMAC INDX MORTGAGE LOAN TRUST 2007-AR17, a trust,
- * NORTHWEST TRUSTEE SERVICES, INC., a corporation,

1 and are each engaged in activities and conduct that affect federal interstate and/or
2 foreign commerce, that each hold legal, equitable, and/or beneficial interests in
3 property, and each is a “person.”

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5 3. Plaintiff alleges that each and every RICO “person” specifically
6 identified herein and named as RICO defendant is liable as a principal pursuant to
7 Title 18 United States Code §§ 2(a)-(b), and that each and every RICO person that
8 is a RICO defendant is liable as a RICO co-conspirator pursuant to Title 18 United
9 States Code § 371 and § 1962(d).

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III.

RICO EVIDENTIARY FACTUAL ALLEGATIONS

***[COMPREHENSIVE RICO ARTIFICE and SCHEME TO DEFRAUD and
INJURE PLAINTIFFS IN THEIR INTERESTS IN BUSINESS OR
PROPERTY BY REASON OF CONTRAVENTION OF
RICO §§ 1962(c) and 1962(d)]***

[Title 18 United States Code §§ 1964(a), 1964(b), and 1964(c)]

A.

RACKETEERING ARTIFICE and SCHEME TO DEFRAUD

Federal Mail Fraud and Federal Wire Fraud

4. Plaintiff alleges that the following RICO persons engaged in an artifice and scheme to defraud by and through the commission of felonious and criminal activities intended and designed to proximately cause injury to plaintiff's interests in business and/or property by reason of contravention of RICO §§ 1962(c) and (d).

5. Plaintiff alleges that during all times material herein, plaintiff owned the following parcels of real property specifically identified herein below:

- * 10827 - 56th Place West, Mukilteo, WA 98275
- * 83 West Monticello Drive, Camano Island, WA 98282
- * 5520 Pilchuck Tree Farm Road, Snohomish, WA 98290
- * 6615 Commercial Avenue, Everett, WA 98203
- * 13401 29th Drive SE, Bothell, WA 98012
- * 690 NW Atalanta Way, Oak Harbor, WA 98277
- * 10225 7th Avenue SE, Everett, WA 98208
- * 10217 7th Avenue SE, Everett, WA 98208
- * 1822 Leland Drive, Everett, WA 98203
- * 13305 29th Drive SE, Bothell, WA 98012

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1 **PLAINTIFF’S BUSINESS AND/OR PROPERTY INTERESTS INJURED BY**
 2 **REASON OF CONTRAVENTION OF RICO § 1962©-§ 1962(d) [Title 18**
 3 **United States Code § 1964(c)]**

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 5 1. **10827 56th Place West, Mukilteo, Washington 98275**

6 6. Plaintiff alleges that on 21 April 2006, plaintiff executed a negotiable
 7 promissory note and a security interest in the form of a Deed of Trust in the amount
 8 of \$213,500.00. This document was recorded as document number 4168879 in the
 9 Official Records of Snohomish County, Washington. Plaintiff alleges that the
 10 original lender of the promissory note is American Mortgage Network Inc. [“Am
 11 Mort Net”]. Mortgage Electronic Registration Systems, Inc. [“MERS”] is not named
 12 as the payee of the promissory note but is named as acting solely as a “nominee” for
 13 the lender as the beneficiary of the security interest Deed of Trust. The original
 14 trustee under this Deed of Trust is U.S. Bank National Association [“U.S. Bank”].

15 7. Plaintiff alleges that the loan obtained from American Mortgage
 16 Network Inc.; however, no assignment of the instruments is recorded. Plaintiff alleges
 17 that during all times material herein that GMAC Mortgage, LLC., [“GMAC”]
 18 owned, managed, controlled, administered, and participated in the conduct and the
 19 affairs of Am Mort Net, the loan obtained prior to GMAC acquiring AM Mort Net.

20 8. Plaintiff alleges that GMAC Mortgage, LLC, subsequently petitioned
 21 for relief on 14 May 2012, pursuant to Chapter 11 of the federal bankruptcy code,
 22 Title 11 United States Code §§ 362, et.seq., *In re: GMAC-RFC Holding Co., LLC*,
 23 Case No.: 12-12029, U.S.B.C. S.D.N.Y., consisting, comprised, and constituted by
 24 multiple affiliated corporate entities engaged in mortgage financing activities.
 25 Plaintiff alleges that on 22 May 2012, the bankruptcy court entered an order
 26 **requiring** joint administration of the bankruptcy cases of both *GMAC-RFC* and *In*
 27 *re: Residential Capital, LLC, et.al.*, Case No.: 12-12020 (MG) , U.S.B.C. S.D.N.Y.

1 9. Plaintiff alleges that on 24 September 2003, a substitution of trustee was
2 recorded as document number 2003-09240552 in the Recorder's Office, Snohomish
3 County, Washington. This document, like the Deed of Trust, states that MERS was
4 the beneficiary under the promissory note. This document does not properly identify
5 the amount of the mortgage loan that the plaintiff obtained on 21 April 2006. The
6 document reveals that the Notary Public and a Mrs. Roberta Pettengill, apparently
7 executed this document on 20 August 2003. Mrs. Pettengill does not have a signature
8 date next to her signature and the signature date under J. Simon's is incorrect and is
9 not in the time line of the apparent notarization of the Substitution of Trustee, which
10 states 2003-07-09.

11 10. Plaintiff alleges that the promissory note was sold, transferred, and
12 securitized by Wachovia Mortgage Trust Asset-Backed Certificates, Series 2006-
13 AMN1, with a closing date of on or about 29 June 2006.

14 11. Plaintiff alleges that the Deed of Trust and the Promissory Note have
15 taken two distinctly different paths. The Deed of Trust was never transferred. The
16 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
17 of \$213,500.00 combined and aggregated with other loans and mortgages and this
18 pool of loans and mortgages is estimated to be valued at approximately \$705,446,000.

19 12. Plaintiff alleges that the Deed of Trust reveals the following material
20 information: MIN1001310-2060275234-5 and MERS SERVICER ID website
21 <http://www.mers-servicerid.org/sis/search> specifically identifies Bank of America as
22 the servicer and no entity or individual, and/or any combination thereof, is identified
23 or disclosed as an alleged "Investor."

24 13. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
25 parent corporate affiliate and holding company of MERS, is actively involved and
26 participates in connection with the collaborative actions of the lender and the
27 facilitation and furtherance contributing to the mortgage backed securitization of the
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1 Promissory Note, thereby substantially diminishing, damaging, and injuring the
2 property rights of the plaintiff in the real property in the following manner:

3 * Although MERS records an assignment in the real property records, the
4 promissory note which creates the legal obligation to repay the debt is
5 not negotiated to MERS.

6 * MERS is not entitled to receive a borrower's monthly mortgage
7 payment, nor is MERS entitled to receive the proceeds of arising from
8 a foreclosure or a deed of trust sale.

9 * MERS is not the owner of the promissory note for which MERS seeks
10 foreclosure.

11 * MERS has no legal or beneficial interest in the loan instrument
12 underlying the security instrument for which MERS serves as the
13 allegedly designated "nominee."

14 * MERS has no legal or beneficial interest in the underlying mortgage
15 indebtedness underlying the security instrument for which MERS
16 serves as the allegedly designated "nominee."

17 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
18 underlying promissory note evidencing the underlying mortgage
19 indebtedness.

20 * MERS is at no time is a party to the alleged underlying mortgage
21 indebtedness underlying the underlying security instrument which
22 MERS serves as the allegedly designated "nominee."

23 * MERS has no financial, proprietary, and/or or economic, interest in
24 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

25 14. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
26 and through the conduct of MERS, US. Bank, and First American Title Insurance
27 Company, commencing and continuing from 2011, and up through and including the
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1 date of the initiation of these proceedings, constitutes both extortion and attempted
2 extortion. Plaintiff alleges that inasmuch as the conduct and action of defendants,
3 committed by and through the use of instrumentalities of federal commerce, is
4 intended to cause and create fear in the mind of the plaintiff in order to obtain and
5 receive plaintiff's property interests, through allegedly unlawful and illegal
6 foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
7 applicable Washington state law governing extortion and theft.

8 15. Plaintiffs allege that defendants' use of the federal mails and the federal
9 interstate wires (including use of Internet) in connection with the generation,
10 transmission, dissemination, recording, filing, and publication of instruments
11 containing material misrepresentations of fact and/or materially omitting to disclose
12 facts described herein above constitutes actionable federal mail fraud and federal
13 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

14 16. Plaintiff alleges that defendants aided and abetted one another, and
15 others not named herein, in connection with committing the primary substantive
16 contraventions of federal law identified herein above and are therefore jointly and
17 severally liable as principals pursuant to Title 18 U.S.C. § 2.

18 17. Plaintiff alleges that defendants conspired with one another to injury
19 plaintiff in plaintiff's interests in business and/or property by reason of contravention
20 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
21 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
22 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
23 commission of conspiratorial activities contravening RICO § 1962.

24
25 **2. 83 West Monticello Drive, Camano Island, WA 98282**

26 18. Plaintiff alleges that on 21 April 2006, plaintiff executed a negotiable
27 promissory note and a security interest in the form of a Deed of Trust in the amount
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1 of \$213,500.00. This document was recorded as document number 4168879 in the
2 Official Records of Island County, Washington. Plaintiff alleges that the original
3 lender of the Promissory Note is American Mortgage Network Inc. [“Am Mort Net”].
4 Mortgage Electronic Registration Systems, Inc. [“MERS”] is not named as the payee
5 of the promissory note but is named as acting solely as a “nominee” for the lender
6 as the beneficiary of the security interest Deed of Trust. The original trustee under
7 this Deed of Trust is U.S. Bank National Association [“U.S. Bank”].

8 19. Plaintiff alleges that the loan obtained from American Mortgage
9 Network Inc.; however, no assignment of the instruments is recorded. Plaintiff alleges
10 that during all times material herein that GMAC Mortgage, LLC., owned, managed,
11 controlled, administered, and participated in the conduct and the affairs of Am Mort
12 Net, the loan obtained prior to GMAC acquiring AM Mort Net.

13 20. Plaintiff alleges that the promissory note was sold, transferred, and
14 securitized by Wachovia Mortgage Trust Asset-Backed Certificates, Series 2006-
15 AMN1, with a closing date of on or about 29 June 2006.

16 21. Plaintiff alleges that the Deed of Trust and the Promissory Note have
17 taken two distinctly different paths. The Deed of Trust was never transferred. The
18 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
19 of \$213,500.00 combined and aggregated with other loans and mortgages and this
20 pool of loans and mortgages is estimated to be valued at approximately \$705,446,000.

21 22. Plaintiff alleges that the Deed of Trust and the Promissory Note have
22 taken two distinctly different paths. The Deed of Trust was never transferred. The
23 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
24 of \$213,500.00 combined and aggregated with other loans and mortgages and this
25 pool of loans and mortgages is estimated to be valued at approximately \$705,446,000.

26 23. Plaintiff alleges that the Deed of Trust reveals the following material
27 information: MIN1001310-2060275234-5 and MERS SERVICER ID website
28

1 <http://www.mers-servicerid.org/sis/search> specifically identifies Bank of America is
2 the servicer and no entity or individual, and/or any combination thereof, is identified
3 or disclosed as an alleged “Investor.”

4 24. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
5 parent corporate affiliate and holding company of MERS, is actively involved and
6 participates in connection with the collaborative actions of the lender and the
7 facilitation and furtherance contributing to the mortgage backed securitization of the
8 Promissory Note, thereby substantially diminishing, damaging, and injuring the
9 property rights of the plaintiff in the real property in the following manner:

10 * Although MERS records an assignment in the real property records, the
11 promissory note which creates the legal obligation to repay the debt is
12 not negotiated to MERS.

13 * MERS is not entitled to receive a borrower’s monthly mortgage
14 payment, nor is MERS entitled to receive the proceeds of arising from
15 a foreclosure or a deed of trust sale.

16 * MERS is not the owner of the promissory note for which MERS seeks
17 foreclosure.

18 * MERS has no legal or beneficial interest in the loan instrument
19 underlying the security instrument for which MERS serves as the
20 allegedly designated “nominee.”

21 * MERS has no legal or beneficial interest in the underlying mortgage
22 indebtedness underlying the security instrument for which MERS
23 serves as the allegedly designated “nominee.”

24 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
25 underlying promissory note evidencing the underlying mortgage
26 indebtedness.

27 * MERS is at no time is a party to the alleged underlying mortgage
28

indebtedness underlying the underlying security instrument which MERS serves as the allegedly designated “nominee.”

* MERS has no financial, proprietary, and/or or economic, interest in whether a mortgage loan obligation is repaid by the mortgagor/borrower.

25. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by and through the conduct of MERS, US. Bank, and First American Title Insurance Company, commencing and continuing from 2011, and up through and including the date of the initiation of these proceedings, constitutes both extortion and attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of defendants, committed by and through the use of instrumentalities of federal commerce, is intended to cause and create fear in the mind of the plaintiff in order to obtain and receive plaintiff’s property interests, through allegedly unlawful and illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and applicable Washington state law governing extortion and theft.

26. Plaintiffs allege that defendants’ use of the federal mails and the federal interstate wires (including use of Internet) in connection with the generation, transmission, dissemination, recording, filing, and publication of instruments containing material misrepresentations of fact and/or materially omitting to disclose facts described herein above constitutes actionable federal mail fraud and federal wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

27. Plaintiff alleges that defendants aided and abetted one another, and others not named herein, in connection with committing the primary substantive contraventions of federal law identified herein above and are therefore jointly and severally liable as principals pursuant to Title 18 U.S.C. § 2.

28. Plaintiff alleges that defendants conspired with one another to injury plaintiff in plaintiff’s interests in business and/or property by reason of contravention of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to

1 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 2 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 3 commission of conspiratorial activities contravening RICO § 1962.

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 5 **3. 5520 Pilchuck Tree Farm Road, Snohomish, Washington**
 6 **98290**

7 29. Plaintiff alleges that on 24 January 2007, plaintiff executed a negotiable
 8 promissory note and a security interest in the form of a Deed of Trust in the amount
 9 of \$571,650.00. This document was recorded as document number 2007-01250670
 10 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 11 original lender of the Promissory Note is American Mortgage Network Inc. [“Am
 12 Mort Net”]. Mortgage Electronic Registration Systems, Inc. [“MERS”] is not named
 13 as the payee of the promissory note but is named as acting solely as a “nominee” for
 14 the lender as the beneficiary of the security interest Deed of Trust. The original
 15 trustee under this Deed of Trust is Deutsche Bank Trust Company Americas
 16 [“Deutsche Bank”].

17 30. Plaintiff alleges that the loan obtained from American Mortgage
 18 Network Inc.; however, no assignment of the instruments is recorded. Plaintiff alleges
 19 that during all times material herein that GMAC Mortgage, LLC., owned, managed,
 20 controlled, administered, and participated in the conduct and the affairs of Am Mort
 21 Net, the loan obtained prior to GMAC acquiring AM Mort Net.

22 31. Plaintiff alleges that an Assignment of the Deed of Trust was recorded
 23 as document number 2011-01100023 in the Official Records, Snohomish County,
 24 Washington, on 10 January 2011. Plaintiff alleges that the document purports to be
 25 executed by MERS.

26 32. Plaintiff alleges that on 17 December 2010, an Appointment of
 27 Successor Trustee was recorded as document number 2010-12170019 in the
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1 Recorder's Office, Snohomish County, Washington. Plaintiff alleges that this
2 document, like the Deed of Trust, states that MERS was the beneficiary under the
3 Deed of Trust; it does not state that MERS was the beneficiary under the promissory
4 note. Plaintiff alleges that this document does not properly identify the amount of the
5 mortgage loan that the plaintiff obtained on 24 January 2007.

6 33. Plaintiff alleges that on 21 March 2011, a Notice of Trustee Sale was
7 recorded as document number 2011-03210601 in the Official Records, Snohomish
8 County, Washington.

9 34. Plaintiff alleges that the Promissory Note was sold, transferred, and
10 securitized by RALI Series 2007-QO4 Trust with a closing date of 30 May 2007.

11 35. Plaintiff alleges that the signature of Jan Walsh, appearing upon the
12 recorded Corporate Assignment of Deed of Trust, 3 December 2010, is in fact an
13 individual specifically identified and independently confirmed to be one of numerous
14 individuals listed as suspected robo signers engaged in the commission of fraudulent
15 activities working in "Document Mills," generating and creating false documents for
16 financial institutions foreclosing upon family residential properties to prove they have
17 proper chain of title when in fact they do not, and cannot, produce a clear and proper
18 chain of title. See [http://www.foreclosyreddefenseblog.com/foreclosure-](http://www.foreclosyreddefenseblog.com/foreclosure-defense/2011/09)
19 [defense/2011/09](http://www.foreclosyreddefenseblog.com/foreclosure-defense/2011/09) containing a copy of a "Robo List of Signatures known to be used,
20 including the identity of Jan Walsh collaborating and acting in concert with Irene
21 Guerrero.

22 36 Plaintiff alleges that the Notice of Trustee Sale instrument was generated
23 by Cal-Western Reconveyance Corporation, executed by Debra Shwartz, A.V.P., at
24 Vancouver, WA on 14 March 2011, bearing and evidencing a notary public signature
25 by Rosalyn Hall, dated 15 March 2011, located in San Diego, California. Plaintiff
26 alleges that the instrument itself is deficient and void as a matter of law inasmuch as
27 physical impossibility precludes and forecloses the execution of the instrument by
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1 these two individuals located in different localities executed on different dates,
2 thereby rendering the instrument a legal nullity void of independent legal
3 significance.

4 37. Plaintiff alleges that the Deed of Trust generated and recorded on 21 July
5 2011, in Snohomish County, as instrument number 2011-07120233, was prepared by
6 Cal-Western Reconveyance Corporation of Washington, signed by Susan Smothers,
7 5 July 2011, and evidencing a notary public signature of Rosalyn Hall, executed 6
8 July 2011, in San Diego, California. Plaintiff alleges that the instrument itself is
9 deficient and void as a matter of law inasmuch as physical impossibility precludes
10 and forecloses the execution of the instrument by these two individuals located in
11 different localities executed on different dates, thereby rendering the instrument a
12 legal nullity void of independent legal significance.

13 38. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
14 parent corporate affiliate and holding company of MERS, is actively involved and
15 participates in connection with the collaborative actions of the lender and the
16 facilitation and furtherance contributing to the mortgage backed securitization of the
17 Promissory Note, thereby substantially diminishing, damaging, and injuring the
18 property rights of the plaintiff in the real property in the following manner:

19 * Although MERS records an assignment in the real property records, the
20 promissory note which creates the legal obligation to repay the debt is
21 not negotiated to MERS.

22 * MERS is not entitled to receive a borrower's monthly mortgage
23 payment, nor is MERS entitled to receive the proceeds of arising from
24 a foreclosure or a deed of trust sale.

25 * MERS is not the owner of the promissory note for which MERS seeks
26 foreclosure.

27 * MERS has no legal or beneficial interest in the loan instrument
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underlying the security instrument for which MERS serves as the allegedly designated “nominee.”

* MERS has no legal or beneficial interest in the underlying mortgage indebtedness underlying the security instrument for which MERS serves as the allegedly designated “nominee.”

* MERS has no interest in any aspect, legal, equitable, or beneficial, in the underlying promissory note evidencing the underlying mortgage indebtedness.

* MERS is at no time is a party to the alleged underlying mortgage indebtedness underlying the underlying security instrument which MERS serves as the allegedly designated “nominee.”

* MERS has no financial, proprietary, and/or or economic, interest in whether a mortgage loan obligation is repaid by the mortgagor/borrower.

39. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by and through the conduct of MERS, Deutsche Bank , and First American Title Insurance Company, commencing and continuing from 2011, and up through and including the date of the initiation of these proceedings, constitutes both extortion and attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of defendants, committed by and through the use of instrumentalities of federal commerce, is intended to cause and create fear in the mind of the plaintiff in order to obtain and receive plaintiff’s property interests, through allegedly unlawful and illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and applicable Washington state law governing extortion and theft.

40. Plaintiffs allege that defendants’ use of the federal mails and the federal interstate wires (including use of Internet) in connection with the generation, transmission, dissemination, recording, filing, and publication of instruments containing material misrepresentations of fact and/or materially omitting to disclose

1 facts described herein above constitutes actionable federal mail fraud and federal
2 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

3 41. Plaintiff alleges that defendants aided and abetted one another, and
4 others not named herein, in connection with committing the primary substantive
5 contraventions of federal law identified herein above and are therefore jointly and
6 severally liable as principals pursuant to Title 18 U.S.C. § 2.

7 42. Plaintiff alleges that defendants conspired with one another to injury
8 plaintiff in plaintiff's interests in business and/or property by reason of contravention
9 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
10 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
11 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
12 commission of conspiratorial activities contravening RICO § 1962.

13 14 4. **6615 Commercial Avenue, Everett, Washington 98203**

15 43. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
16 promissory note and a security interest in the form of a Deed of Trust in the amount
17 of \$134,250.00. This document was recorded as document number 2010-006290491
18 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
19 original lender of the Promissory Note is MortgageIt, Inc., ["Mortgage It"]. Mortgage
20 Electronic Registration Systems, Inc. ["MERS"] is not named as the payee of the
21 promissory note but is named as acting solely as a "nominee" for the lender as the
22 beneficiary of the security interest Deed of Trust. The original trustee under this
23 Deed of Trust is Deutsche Bank Trust Company ["Deutsche Bank"].

24 44. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
25 document number 2010-06280502 in the Official Records, Snohomish County,
26 Washington, on 29 June 2010. Plaintiff alleges that the document purports to be
27 executed by MERS.

1 45. Plaintiff alleges that on 6 June 2010, a Notice of Trustee's Sale was
2 recorded as document 2010-08030346.

3 46. Plaintiff alleges that the Promissory Note was sold, transferred, and
4 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
5 2005.

6 47. Plaintiff alleges that the Deed of Trust and the Promissory Note have
7 taken two distinctly different paths. The Deed of Trust was never transferred. The
8 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
9 was combined and aggregated with other loans and mortgages and this pool of loans
10 and mortgages is estimated to be valued at approximately \$377,877,100.

11 48. Plaintiff alleges that Mortgage It generated a Bargain and Sale Deed,
12 dated 5 August 2011, by Hattie McLaughlin, evidencing a notary public signature
13 of Colleen Borifaz, allegedly executed same day, recorded 10 August 2011, in the
14 Official records, Snohomish County, Washington, instrument number 2011-
15 08100227. Plaintiff alleges that the generation and execution of this instrument is
16 void of independent legal significance inasmuch as MERS' lacked any right under
17 Washington law to serve as the allegedly designated "nominee" under the Deed of
18 Trust.

19 49. Plaintiff alleges that the Deed of Trust reveals the following material
20 information: MIN100112065698295777 and MERS SERVICER ID website
21 <http://www.mers-servicerid.org/sis/search> specifically identifies GMAC Mortgage,
22 LLC is the servicer and no entity or individual, and/or any combination thereof, is
23 identified or disclosed as an alleged "Investor."

24 50. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
25 parent corporate affiliate and holding company of MERS, is actively involved and
26 participates in connection with the collaborative actions of the lender and the
27 facilitation and furtherance contributing to the mortgage backed securitization of the
28

1 Promissory Note, thereby substantially diminishing, damaging, and injuring the
2 property rights of the plaintiff in the real property in the following manner:

3 * Although MERS records an assignment in the real property records, the
4 promissory note which creates the legal obligation to repay the debt is
5 not negotiated to MERS.

6 * MERS is not entitled to receive a borrower's monthly mortgage
7 payment, nor is MERS entitled to receive the proceeds of arising from
8 a foreclosure or a deed of trust sale.

9 * MERS is not the owner of the promissory note for which MERS seeks
10 foreclosure.

11 * MERS has no legal or beneficial interest in the loan instrument
12 underlying the security instrument for which MERS serves as the
13 allegedly designated "nominee."

14 * MERS has no legal or beneficial interest in the underlying mortgage
15 indebtedness underlying the security instrument for which MERS
16 serves as the allegedly designated "nominee."

17 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
18 underlying promissory note evidencing the underlying mortgage
19 indebtedness.

20 * MERS is at no time is a party to the alleged underlying mortgage
21 indebtedness underlying the underlying security instrument which
22 MERS serves as the allegedly designated "nominee."

23 * MERS has no financial, proprietary, and/or or economic, interest in
24 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

25 51. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
26 and through the conduct of MERS, Deutsche Bank , and First American Title
27 Insurance Company, commencing and continuing from 2011, and up through and
28

1 including the date of the initiation of these proceedings, constitutes both extortion and
 2 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
 3 defendants, committed by and through the use of instrumentalities of federal
 4 commerce, is intended to cause and create fear in the mind of the plaintiff in order
 5 to obtain and receive plaintiff's property interests, through allegedly unlawful and
 6 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
 7 applicable Washington state law governing extortion and theft.

8 52. Plaintiffs allege that defendants' use of the federal mails and the federal
 9 interstate wires (including use of Internet) in connection with the generation,
 10 transmission, dissemination, recording, filing, and publication of instruments
 11 containing material misrepresentations of fact and/or materially omitting to disclose
 12 facts described herein above constitutes actionable federal mail fraud and federal
 13 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

14 53. Plaintiff alleges that defendants aided and abetted one another, and
 15 others not named herein, in connection with committing the primary substantive
 16 contraventions of federal law identified herein above and are therefore jointly and
 17 severally liable as principals pursuant to Title 18 U.S.C. § 2. Plaintiff alleges that
 18 defendants conspired with one another to injury plaintiff in plaintiff's interests in
 19 business and/or property by reason of contravention of RICO § 1962, and therefore
 20 are each liable, jointly and severally, pursuant to RICO § 1962(d) and the application
 21 of both *Pinkerton v. United States*, 328 U.S. 640 (1946) [*Pinkerton* Doctrine] and
 22 mediate causation in connection with the commission of conspiratorial activities
 23 contravening RICO § 1962.

24 5. 13401 29th Drive SE, Bothell, Washington 98012

26 54. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
 27 promissory note and a security interest in the form of a Deed of Trust in the amount

1 of \$230,000.00. This document was recorded as document number 2005-08191207
2 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
3 original lender of the Promissory Note is MortgageIt, Inc., [“Mortgage It”]. Mortgage
4 Electronic Registration Systems, Inc. [“MERS”] is not named as the payee of the
5 promissory note but is named as acting solely as a “nominee” for the lender as the
6 beneficiary of the security interest Deed of Trust. The original trustee under this
7 Deed of Trust is Deutsche Bank Trust Company [“Deutsche Bank”].

8 55. Plaintiff alleges that the Promissory Note was sold, transferred, and
9 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
10 2005.

11 56. Plaintiff alleges that the Deed of Trust and the Promissory Note have
12 taken two distinctly different paths. The Deed of Trust was never transferred. The
13 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
14 was combined and aggregated with other loans and mortgages and this pool of loans
15 and mortgages is estimated to be valued at approximately \$377,877,100.

16 57. Plaintiff alleges that the Deed of Trust reveals the following material
17 information: MIN100112065698585615 and MERS SERVICER ID website
18 <http://www.mers-servicerid.org/sis/search> specifically identifies GMAC Mortgage,
19 LLC is the servicer and no entity or individual, and/or any combination thereof, is
20 identified or disclosed as an alleged “Investor.”

21 58. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
22 parent corporate affiliate and holding company of MERS, is actively involved and
23 participates in connection with the collaborative actions of the lender and the
24 facilitation and furtherance contributing to the mortgage backed securitization of the
25 Promissory Note, thereby substantially diminishing, damaging, and injuring the
26 property rights of the plaintiff in the real property in the following manner:

27 * Although MERS records an assignment in the real property records, the
28

1 promissory note which creates the legal obligation to repay the debt is
2 not negotiated to MERS.

3 * MERS is not entitled to receive a borrower's monthly mortgage
4 payment, nor is MERS entitled to receive the proceeds of arising from
5 a foreclosure or a deed of trust sale.

6 * MERS is not the owner of the promissory note for which MERS seeks
7 foreclosure.

8 * MERS has no legal or beneficial interest in the loan instrument
9 underlying the security instrument for which MERS serves as the
10 allegedly designated "nominee."

11 * MERS has no legal or beneficial interest in the underlying mortgage
12 indebtedness underlying the security instrument for which MERS
13 serves as the allegedly designated "nominee."

14 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
15 underlying promissory note evidencing the underlying mortgage
16 indebtedness.

17 * MERS is at no time is a party to the alleged underlying mortgage
18 indebtedness underlying the underlying security instrument which
19 MERS serves as the allegedly designated "nominee."

20 * MERS has no financial, proprietary, and/or or economic, interest in
21 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

22 59. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
23 and through the conduct of MERS, Deutsche Bank , and First American Title
24 Insurance Company, commencing and continuing from 2011, and up through and
25 including the date of the initiation of these proceedings, constitutes both extortion and
26 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
27 defendants, committed by and through the use of instrumentalities of federal
28

1 commerce, is intended to cause and create fear in the mind of the plaintiff in order
 2 to obtain and receive plaintiff's property interests, through allegedly unlawful and
 3 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
 4 applicable Washington state law governing extortion and theft.

5 60. Plaintiffs allege that defendants' use of the federal mails and the federal
 6 interstate wires (including use of Internet) in connection with the generation,
 7 transmission, dissemination, recording, filing, and publication of instruments
 8 containing material misrepresentations of fact and/or materially omitting to disclose
 9 facts described herein above constitutes actionable federal mail fraud and federal
 10 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

11 61. Plaintiff alleges that defendants aided and abetted one another, and
 12 others not named herein, in connection with committing the primary substantive
 13 contraventions of federal law identified herein above and are therefore jointly and
 14 severally liable as principals pursuant to Title 18 U.S.C. § 2.

15 62. Plaintiff alleges that defendants conspired with one another to injury
 16 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 17 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 18 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 19 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 20 commission of conspiratorial activities contravening RICO § 1962.

21
 22 6. **690 Northwest Atalanta Way, Unit B-6, Oak Harbor,**
 23 **Washington 98277**

24 63. Plaintiff alleges that on 3 August 2007, plaintiff executed a negotiable
 25 promissory note and a security interest in the form of a Deed of Trust in the amount
 26 of \$220,500.00. This document was recorded as document number 2007-08081009
 27 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 28

1 original lender of the Promissory Note is IndyMac Bank F.S.B., a federally chartered
2 bank ["Indy Mac"]. Mortgage Electronic Registration Systems, Inc. ["MERS"] is not
3 named as the payee of the promissory note but is named as acting solely as a
4 "nominee" for the lender as the beneficiary of the security interest Deed of Trust. The
5 original trustee under this Deed of Trust is Deutsche Bank Trust Company ["Deutsche
6 Bank"].

7 64. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
8 document number 4286016 in the Official Records, Snohomish County, Washington,
9 on 2 December 2010. Plaintiff alleges that this particular document evidences the
10 signature of an individual employed by One West Bank, FSB, named Brian Burnett.
11 Plaintiff alleges that Burnett holds and maintains multiple capacities numbering at
12 least 27 different and distinct titles for various corporate entities, as disclosed at
13 [http://stopforeclosurefraud.com/2011/04/25/mers-vp-27-job-titles-for-brian-burnett-](http://stopforeclosurefraud.com/2011/04/25/mers-vp-27-job-titles-for-brian-burnett-of-indymac/)
14 [of-indymac/](http://stopforeclosurefraud.com/2011/04/25/mers-vp-27-job-titles-for-brian-burnett-of-indymac/). Plaintiff alleges that this website reveals documents evidencing alleged
15 robo signing activity upon this document. Plaintiff alleges that the Notary Public
16 appearing upon the document, Stacy F. Jones, is located in Travis County, Texas,
17 that Burnett was not in fact a resident of Texas at the date of the execution of the
18 document, thereby supporting the allegation of contrivance, fabrication, and false
19 documentation generated for purposes of facilitating and furthering wrongful and
20 illegal foreclosures.

21 65. Plaintiff alleges that an Appointment of Successor Trustee was recorded
22 as either document number 7523.2184 or document number 4286017 in the Official
23 Records, Snohomish County, Washington on 2 December 2010.

24 66. Plaintiff alleges that a Notice of Trustee Sale was recorded as document
25 number 7523.2184 or 4286900 in the Official Records, Snohomish County,
26 Washington on 15 December 2010. Plaintiff alleges that Northwest Trustee Services,
27 Inc., ["NWTs"], and Yvonne McElligott, co-principal of NWTs, illegally and
28

1 unlawfully generated, recorded, and served the Notice of Trustee's Sale, allegedly
2 effective as of 10 December 2010, evidencing an alleged signature of a notary public
3 by the name of Rhea S. Pre, allegedly dated 14 December 2010. The Notice of
4 Trustee's Sale was allegedly recorded as instrument number 7523.2184 or 4286900,
5 in the official records of Island County, Washington., dated 15 December 2010.
6 Plaintiff alleges that the generation and execution of this instrument is void of
7 independent legal significance inasmuch as MERS' lacked any right under
8 Washington law to serve as the allegedly designated "nominee" under the Deed of
9 Trust.

10 67. Plaintiff alleges that NWTs is owned, controlled, operated, managed,
11 administered and/or directed wholly and solely by both RCO Legal, P.S., and Routh
12 Crabtree & Olsen, P.S., a mortgage banking firm and the law firm, respectively,
13 actively engaged in foreclosure activities across the state of Washington and across
14 the United States of America, maintaining offices primarily in Washington, Oregon,
15 California, Idaho, Arizona, and Alaska. RCO, Routh Crabtree & Olsen, and NWTs,
16 acting in concert with, inter alia, MERS, Fidelity National, Bank of America, N.A.,
17 JP Morgan Chase Bank, Wells Fargo Bank, Deutsche Bank, and other financial
18 institutions actively prosecuting foreclosures of residential homes by and through
19 employment of illegal and unlawful means for the purpose of injuring homeowners
20 challenging the alleged legitimacy of mortgages, especially and particularly sub-
21 prime mortgages.

22 68. Plaintiff alleges that RCO Legal P.S., and Routh Crabtree & Olsen P.S.,
23 operate and manage business from corporate headquarters situated at 13555 SE 36th
24 Street, Suite 300, Bellevue, WA 98006, phone: [425] 458-2121, email address:
25 info@rcolegal.com, website: www.rcolegal.com. Plaintiff alleges that NWTs
26 operates and manages business from corporate headquarters situated at 6
27 Centerpointe Drive, Suite 360, Lake Oswego, OR 97035, phone: [425] 586-1900,
28

1 email address: info@northwest.com, website: www.northwesttrustee.com. Plaintiff
2 alleges that the concerted, combined, and collective activities of NWTs, RCO, and
3 Routh Crabtree & Olsen affect federal interstate and/or foreign commerce. Plaintiff
4 alleges that NWTs, RCO, and Routh Crabtree & Olsen are alter egos of one another,
5 and with no independent legal significance or financial or economic differentiation
6 between the three entities.

7 69. Plaintiff alleges that NWTs, RCO Legal, P.S., and Routh Crabtree &
8 Olsen, P.S., are, by way of example, and not by restriction or limitation, each
9 individually an “enterprise” as defined pursuant to Title 18 U.S.C. § 1961(4), and as
10 specifically described in detail herein after.

11 70. Plaintiff alleges that NWTs and RCO act in concert with each other as
12 alter egos in connection with pursuing illegal and unlawful foreclosure actions
13 throughout the state of Washington as recently illustrated by the published
14 Washington Supreme Court en banc decision entered 30 October 2014, in *Lyons v.*
15 *Northwest Trustees Services, Inc.*, Case No. 98132-0, vacating CR 56 summary
16 judgment in favour of NWTs and finding triable issues of material fact supporting
17 Lyon’s Washington Consumer Protection Act claim arising in the context of illegal
18 and unlawful foreclosure proceeding conduct and activities engaged in by NWTs
19 violating the Washington Deed of Trust Act served to premise Lyon’s CPA claim.

20 71. Plaintiff alleges that the Promissory Note was sold, transferred, and
21 securitized by IndyMac INDX Mortgage Loan Trust 2007-AR17 with a closing date
22 of 27 June 2007.

23 72. Plaintiff alleges that the Deed of Trust and the Promissory Note have
24 taken two distinctly different paths. The Deed of Trust was never transferred. The
25 Promissory Note was, however, pooled, and sold and transferred, the plaintiff’s loan
26 was combined and aggregated with other loans and mortgages and this pool of loans
27 and mortgages is estimated to be valued at approximately \$357,083,100.

1 73. Plaintiff alleges that the Deed of Trust reveals the following material
2 information: MIN100055401273584880 and MERS SERVICER ID website
3 <http://www.mers-servicerid.org/sis/search> specifically identifies One West Bank,
4 F.S.B., is the servicer and no entity or individual, and/or any combination thereof, is
5 identified or disclosed as an alleged “Investor.”

6 74. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
7 parent corporate affiliate and holding company of MERS, is actively involved and
8 participates in connection with the collaborative actions of the lender and the
9 facilitation and furtherance contributing to the mortgage backed securitization of the
10 Promissory Note, thereby substantially diminishing, damaging, and injuring the
11 property rights of the plaintiff in the real property in the following manner:

12 * Although MERS records an assignment in the real property records, the
13 promissory note which creates the legal obligation to repay the debt is
14 not negotiated to MERS.

15 * MERS is not entitled to receive a borrower’s monthly mortgage
16 payment, nor is MERS entitled to receive the proceeds of arising from
17 a foreclosure or a deed of trust sale.

18 * MERS is not the owner of the promissory note for which MERS seeks
19 foreclosure.

20 * MERS has no legal or beneficial interest in the loan instrument
21 underlying the security instrument for which MERS serves as the
22 allegedly designated “nominee.”

23 * MERS has no legal or beneficial interest in the underlying mortgage
24 indebtedness underlying the security instrument for which MERS
25 serves as the allegedly designated “nominee.”

26 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
27 underlying promissory note evidencing the underlying mortgage
28

1 indebtedness.

2 * MERS is at no time is a party to the alleged underlying mortgage
3 indebtedness underlying the underlying security instrument which
4 MERS serves as the allegedly designated “nominee.”

5 * MERS has no financial, proprietary, and/or or economic, interest in
6 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

7 75. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
8 and through the conduct of MERS, Deutsche Bank, One West bank, F.S.B.,
9 Northwest Trustee Services, Inc., and Vonnie McElligott, and Stewart Title,
10 commencing and continuing from late November, 2010, and up through and
11 including the date of the initiation of these proceedings, constitutes both extortion and
12 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
13 defendants, committed by and through the use of instrumentalities of federal
14 commerce, is intended to cause and create fear in the mind of the plaintiff in order
15 to obtain and receive plaintiff’s property interests, through allegedly unlawful and
16 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
17 applicable Washington state law governing extortion and theft.

18 76. Plaintiffs allege that defendants’ use of the federal mails and the federal
19 interstate wires (including use of Internet) in connection with the generation,
20 transmission, dissemination, recording, filing, and publication of instruments
21 containing material misrepresentations of fact and/or materially omitting to disclose
22 facts described herein above constitutes actionable federal mail fraud and federal
23 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

24 77. Plaintiff alleges that defendants aided and abetted one another, and
25 others not named herein, in connection with committing the primary substantive
26 contraventions of federal law identified herein above and are therefore jointly and
27 severally liable as principals pursuant to Title 18 U.S.C. § 2.

78. Plaintiff alleges that defendants conspired with one another to injury plaintiff in plaintiff's interests in business and/or property by reason of contravention of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S. 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the commission of conspiratorial activities contravening RICO § 1962.

7. 10225 7th Avenue SE, Everett, Washington 98208

79. Plaintiff alleges that on 3 August 2007, plaintiff executed a negotiable promissory note and a security interest in the form of a Deed of Trust in the amount of \$220,500.00. This document was recorded as document number 2007-08081009 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the original lender of the Promissory Note is IndyMac Bank F.S.B., a federally chartered bank ["Indy Mac"]. Mortgage Electronic Registration Systems, Inc. ["MERS"] is not named as the payee of the promissory note but is named as acting solely as a "nominee" for the lender as the beneficiary of the security interest Deed of Trust. The original trustee under this Deed of Trust is Deutsche Bank Trust Company ["Deutsche Bank"].

80. Plaintiff alleges that an Assignment of Deed of Trust was recorded as document number 2010-003040320 in the Official Records, Snohomish County, Washington on 4 March 2010. Plaintiff alleges that the signatures of two employees, Brian Bly and Chrystal Moore, were formerly employed for a "Document Mill," Nationwide Title Clearing, as more described at <http://www.lsnj.org/NewsAnnouncements/Foreclosure/materials/EXHIBITGCitiResidentialDepositionBly.pdf>.

81. Plaintiff alleges that the Promissory Note was sold, transferred, and securitized by IndyMac INDX Mortgage Loan Trust 2007-AR17 with a closing date

1 of 27 June 2007.

2 82. Plaintiff alleges that the Deed of Trust and the Promissory Note have
3 taken two distinctly different paths. The Deed of Trust was never transferred. The
4 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
5 was combined and aggregated with other loans and mortgages and this pool of loans
6 and mortgages is estimated to be valued at approximately \$357,083,100.

7 83. Plaintiff alleges that the Deed of Trust reveals the following material
8 information: MIN10005540127601957 and MERS SERVICER ID website
9 <http://www.mers-servicerid.org/sis/search> specifically identifies One West Bank,
10 F.S.B., is the servicer and no entity or individual, and/or any combination thereof, is
11 identified or disclosed as an alleged "Investor."

12 84. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
13 parent corporate affiliate and holding company of MERS, is actively involved and
14 participates in connection with the collaborative actions of the lender and the
15 facilitation and furtherance contributing to the mortgage backed securitization of the
16 Promissory Note, thereby substantially diminishing, damaging, and injuring the
17 property rights of the plaintiff in the real property in the following manner:

18 * Although MERS records an assignment in the real property records, the
19 promissory note which creates the legal obligation to repay the debt is
20 not negotiated to MERS.

21 * MERS is not entitled to receive a borrower's monthly mortgage
22 payment, nor is MERS entitled to receive the proceeds of arising from
23 a foreclosure or a deed of trust sale.

24 * MERS is not the owner of the promissory note for which MERS seeks
25 foreclosure.

26 * MERS has no legal or beneficial interest in the loan instrument
27 underlying the security instrument for which MERS serves as the
28

1 allegedly designated “nominee.”

2 * MERS has no legal or beneficial interest in the underlying mortgage
3 indebtedness underlying the security instrument for which MERS
4 serves as the allegedly designated “nominee.”

5 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
6 underlying promissory note evidencing the underlying mortgage
7 indebtedness.

8 * MERS is at no time is a party to the alleged underlying mortgage
9 indebtedness underlying the underlying security instrument which
10 MERS serves as the allegedly designated “nominee.”

11 * MERS has no financial, proprietary, and/or or economic, interest in
12 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

13 85. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
14 and through the conduct of MERS, Deutsche Bank, One West Bank, F.S.B., and
15 Stewart Title, commencing and continuing from late November, 2010, and up
16 through and including the date of the initiation of these proceedings, constitutes both
17 extortion and attempted extortion. Plaintiff alleges that inasmuch as the conduct and
18 action of defendants, committed by and through the use of instrumentalities of federal
19 commerce, is intended to cause and create fear in the mind of the plaintiff in order
20 to obtain and receive plaintiff’s property interests, through allegedly unlawful and
21 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
22 applicable Washington state law governing extortion and theft.

23 86. Plaintiffs allege that defendants’ use of the federal mails and the federal
24 interstate wires (including use of Internet) in connection with the generation,
25 transmission, dissemination, recording, filing, and publication of instruments
26 containing material misrepresentations of fact and/or materially omitting to disclose
27 facts described herein above constitutes actionable federal mail fraud and federal
28

1 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

2 87. Plaintiff alleges that defendants aided and abetted one another, and
3 others not named herein, in connection with committing the primary substantive
4 contraventions of federal law identified herein above and are therefore jointly and
5 severally liable as principals pursuant to Title 18 U.S.C. § 2.

6 88. Plaintiff alleges that defendants conspired with one another to injury
7 plaintiff in plaintiff's interests in business and/or property by reason of contravention
8 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
9 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
10 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
11 commission of conspiratorial activities contravening RICO § 1962.

12
13 8. **10217 7th Avenue, Everett, Washington 98208**

14 89. Plaintiff alleges that on 3 August 2007, plaintiff executed a negotiable
15 promissory note and a security interest in the form of a Deed of Trust in the amount
16 of \$241,500.00. This document was recorded as document number 2007-08081005
17 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
18 original lender of the Promissory Note is IndyMac Bank F.S.B., a federally chartered
19 bank ["Indy Mac"]. Mortgage Electronic Registration Systems, Inc. ["MERS"] is not
20 named as the payee of the promissory note but is named as acting solely as a
21 "nominee" for the lender as the beneficiary of the security interest Deed of Trust. The
22 original trustee under this Deed of Trust is Deutsche Bank Trust Company ["Deutsche
23 Bank"].

24 90. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
25 document number 2010-003040321 in the Official Records, Snohomish County,
26 Washington on 4 March 2010. Plaintiff alleges that the signatures of two employees,
27 Brian Bly and Chrystal Moore, were formerly employed for a "Document Mill,"

1 Nationwide Title Clearing, as more described at
 2 <http://www.lsnj.org/NewsAnnouncements/Foreclosure/materials/EXHIBITGCitiR>
 3 [esidentialDepositionBly.pdf](http://www.lsnj.org/NewsAnnouncements/Foreclosure/materials/EXHIBITGCitiResidentialDepositionBly.pdf).

4 91. Plaintiff alleges that the Promissory Note was sold, transferred, and
 5 securitized by IndyMac INDX Mortgage Loan Trust 2007-AR17 with a closing date
 6 of 27 June 2007.

7 92. Plaintiff alleges that the Deed of Trust and the Promissory Note have
 8 taken two distinctly different paths. The Deed of Trust was never transferred. The
 9 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
 10 was combined and aggregated with other loans and mortgages and this pool of loans
 11 and mortgages is estimated to be valued at approximately \$357,083,100.

12 93. Plaintiff alleges that the Deed of Trust reveals the following material
 13 information: MIN100055401273606576 and MERS SERVICER ID website
 14 <http://www.mers-servicerid.org/sis/search> specifically identifies One West Bank,
 15 F.S.B., is the servicer and no entity or individual, and/or any combination thereof, is
 16 identified or disclosed as an alleged "Investor."

17 94. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
 18 parent corporate affiliate and holding company of MERS, is actively involved and
 19 participates in connection with the collaborative actions of the lender and the
 20 facilitation and furtherance contributing to the mortgage backed securitization of the
 21 Promissory Note, thereby substantially diminishing, damaging, and injuring the
 22 property rights of the plaintiff in the real property in the following manner:

23 * Although MERS records an assignment in the real property records, the
 24 promissory note which creates the legal obligation to repay the debt is
 25 not negotiated to MERS.

26 * MERS is not entitled to receive a borrower's monthly mortgage
 27 payment, nor is MERS entitled to receive the proceeds of arising from
 28

1 a foreclosure or a deed of trust sale.

2 * MERS is not the owner of the promissory note for which MERS seeks
3 foreclosure.

4 * MERS has no legal or beneficial interest in the loan instrument
5 underlying the security instrument for which MERS serves as the
6 allegedly designated “nominee.”

7 * MERS has no legal or beneficial interest in the underlying mortgage
8 indebtedness underlying the security instrument for which MERS
9 serves as the allegedly designated “nominee.”

10 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
11 underlying promissory note evidencing the underlying mortgage
12 indebtedness.

13 * MERS is at no time is a party to the alleged underlying mortgage
14 indebtedness underlying the underlying security instrument which
15 MERS serves as the allegedly designated “nominee.”

16 * MERS has no financial, proprietary, and/or or economic, interest in
17 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

18 95. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
19 and through the conduct of MERS, Deutsche Bank, One West Bank, F.S.B., and
20 Stewart Title, commencing and continuing from late November, 2010, and up
21 through and including the date of the initiation of these proceedings, constitutes both
22 extortion and attempted extortion. Plaintiff alleges that inasmuch as the conduct and
23 action of defendants, committed by and through the use of instrumentalities of federal
24 commerce, is intended to cause and create fear in the mind of the plaintiff in order
25 to obtain and receive plaintiff’s property interests, through allegedly unlawful and
26 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
27 applicable Washington state law governing extortion and theft.

1 96. Plaintiffs allege that defendants' use of the federal mails and the federal
 2 interstate wires (including use of Internet) in connection with the generation,
 3 transmission, dissemination, recording, filing, and publication of instruments
 4 containing material misrepresentations of fact and/or materially omitting to disclose
 5 facts described herein above constitutes actionable federal mail fraud and federal
 6 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

7 97. Plaintiff alleges that defendants aided and abetted one another, and
 8 others not named herein, in connection with committing the primary substantive
 9 contraventions of federal law identified herein above and are therefore jointly and
 10 severally liable as principals pursuant to Title 18 U.S.C. § 2.

11 98. Plaintiff alleges that defendants conspired with one another to injury
 12 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 13 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 14 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 15 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 16 commission of conspiratorial activities contravening RICO § 1962.

17 18 9. **1822 Leland Drive, Everett, Washington 98203**

19 99. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
 20 promissory note and a security interest in the form of a Deed of Trust in the amount
 21 of \$ 173,500.00. This document was recorded as document number 2010-006290491
 22 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 23 original lender of the Promissory Note is MortgageIt, Inc., ["Mortgage It"]. Mortgage
 24 Electronic Registration Systems, Inc. ["MERS"] is not named as the payee of the
 25 promissory note but is named as acting solely as a "nominee" for the lender as the
 26 beneficiary of the security interest Deed of Trust. The original trustee under this
 27 Deed of Trust is Deutsche Bank Trust Company ["Deutsche Bank"].

1 100. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
2 document number 2010-006290491 in the Official Records, Snohomish County,
3 Washington, on 29 June 2010. Plaintiff alleges that this document purports to be
4 executed by MERS.

5 101. Plaintiff alleges that on 5 August 2010, a Notice of Trustee's Sale was
6 recorded as document number 2010-2160305 in the Official Records, Snohomish
7 County, Washington.

8 102. Plaintiff alleges that the Promissory Note was sold, transferred, and
9 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
10 2005.

11 103. Plaintiff alleges that the Deed of Trust and the Promissory Note have
12 taken two distinctly different paths. The Deed of Trust was never transferred. The
13 Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan
14 was combined and aggregated with other loans and mortgages and this pool of loans
15 and mortgages is estimated to be valued at approximately \$377,877,100.

16 104. Plaintiff alleges that the Deed of Trust reveals the following material
17 information: MIN100112065698585698 and MERS SERVICER ID website
18 <http://www.mers-servicerid.org/sis/search> specifically identifies GMAC Mortgage,
19 LLC is the servicer and no entity or individual, and/or any combination thereof, is
20 identified or disclosed as an alleged "Investor."

21 105. Plaintiff alleges that MERS, acting in concert with MERSCORP, the
22 parent corporate affiliate and holding company of MERS, is actively involved and
23 participates in connection with the collaborative actions of the lender and the
24 facilitation and furtherance contributing to the mortgage backed securitization of the
25 Promissory Note, thereby substantially diminishing, damaging, and injuring the
26 property rights of the plaintiff in the real property in the following manner:

27 * Although MERS records an assignment in the real property records, the
28

1 promissory note which creates the legal obligation to repay the debt is
2 not negotiated to MERS.

3 * MERS is not entitled to receive a borrower's monthly mortgage
4 payment, nor is MERS entitled to receive the proceeds of arising from
5 a foreclosure or a deed of trust sale.

6 * MERS is not the owner of the promissory note for which MERS seeks
7 foreclosure.

8 * MERS has no legal or beneficial interest in the loan instrument
9 underlying the security instrument for which MERS serves as the
10 allegedly designated "nominee."

11 * MERS has no legal or beneficial interest in the underlying mortgage
12 indebtedness underlying the security instrument for which MERS
13 serves as the allegedly designated "nominee."

14 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
15 underlying promissory note evidencing the underlying mortgage
16 indebtedness.

17 * MERS is at no time is a party to the alleged underlying mortgage
18 indebtedness underlying the underlying security instrument which
19 MERS serves as the allegedly designated "nominee."

20 * MERS has no financial, proprietary, and/or or economic, interest in
21 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

22 106. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
23 and through the conduct of MERS, Deutsche Bank , and Chicago, commencing and
24 continuing from late 2010, and up through and including the date of the initiation of
25 these proceedings, constitutes both extortion and attempted extortion. Plaintiff
26 alleges that inasmuch as the conduct and action of defendants, committed by and
27 through the use of instrumentalities of federal commerce, is intended to cause and
28

1 create fear in the mind of the plaintiff in order to obtain and receive plaintiff's
 2 property interests, through allegedly unlawful and illegal foreclosure proceedings,
 3 contravenes Title 18 U.S.C. § 1951 and § 1952, and applicable Washington state law
 4 governing extortion and theft.

5 107. Plaintiffs allege that defendants' use of the federal mails and the federal
 6 interstate wires (including use of Internet) in connection with the generation,
 7 transmission, dissemination, recording, filing, and publication of instruments
 8 containing material misrepresentations of fact and/or materially omitting to disclose
 9 facts described herein above constitutes actionable federal mail fraud and federal
 10 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

11 108. Plaintiff alleges that defendants aided and abetted one another, and
 12 others not named herein, in connection with committing the primary substantive
 13 contraventions of federal law identified herein above and are therefore jointly and
 14 severally liable as principals pursuant to Title 18 U.S.C. § 2.

15 109. Plaintiff alleges that defendants conspired with one another to injury
 16 plaintiff in plaintiff's interests in business and/or property by reason of contravention
 17 of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to
 18 RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S.
 19 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the
 20 commission of conspiratorial activities contravening RICO § 1962.

21
 22 **10. 13305 29th Drive SE, Bothell, Washington 98012**

23 110. Plaintiff alleges that on 3 August 2005, plaintiff executed a negotiable
 24 promissory note and a security interest in the form of a Deed of Trust in the amount
 25 of \$ 226,400.00. This document was recorded as document number 2005-08220100
 26 in the Official Records, Snohomish County, Washington. Plaintiff alleges that the
 27 original lender of the Promissory Note is MortgageIt, Inc., ["Mortgage It"]. Mortgage
 28

1 Electronic Registration Systems, Inc. [“MERS”] is not named as the payee of the
2 promissory note but is named as acting solely as a “nominee” for the lender as the
3 beneficiary of the security interest Deed of Trust. The original trustee under this
4 Deed of Trust is Deutsche Bank Trust Company [“Deutsche Bank”].

5 111. Plaintiff alleges that an Assignment of Deed of Trust was recorded as
6 document number 2010-006290483 in the Official Records, Snohomish County,
7 Washington, on 29 June 2010. Plaintiff alleges that this document purports to be
8 executed by MERS.

9 112. Plaintiff alleges that on 6 June 2010, a Notice of Trustee’s Sale was
10 recorded as document number 2010-08030347 in the Official Records, Snohomish
11 County, Washington. Plaintiff alleges that the document evidences the document
12 being executed by Marina Martin, employed by LSI Title Agency, Inc., Vancouver,
13 Washington, and the Notary Public identified as Mrs. Dee C. Ortega, located in Los
14 Angeles, California, thereby substantiating plaintiff’s allegation of the existence of
15 contrivance, fabrication, and false documentation generated to facilitate and further
16 wrongful and illegal foreclosures.

17 113. Plaintiff alleges that a Substitution of Trustee was recorded as document
18 number 2010-09080326 in the Official Records, Snohomish County, Washington.
19 Plaintiff alleges that the “Effective Date” is missing from the document executed by
20 Mr. John Holtan, identified as a vice president of MERS and yet employed by Nova
21 Star Mortgage, Inc., located in Lake Forest, California. Plaintiff alleges that the
22 Notary Public, identified as Mrs. Angela S. Bank, is located in Jackson County,
23 Missouri, who allegedly appeared at the execution of the document in Snohomish
24 County, Washington, which in fact was untrue.

25 114. Plaintiff alleges that the Promissory Note was sold, transferred, and
26 securitized by Mortgage IT Trust 2005-AR1 with a closing date of 1 November
27 2005.

115. Plaintiff alleges that the Deed of Trust and the Promissory Note have taken two distinctly different paths. The Deed of Trust was never transferred. The Promissory Note was, however, pooled, and sold and transferred, the plaintiff's loan was combined and aggregated with other loans and mortgages and this pool of loans and mortgages is estimated to be valued at approximately \$377,877,100.

116. Plaintiff alleges that the Deed of Trust reveals the following material information: MIN100112065698585524 and MERS SERVICER ID website <http://www.mers-servicerid.org/sis/search> specifically identifies JP Morgan Chase Bank, N.A., f.k/a/ EMC, is the servicer and no entity or individual, and/or any combination thereof, is identified or disclosed as an alleged "Investor."

117. Plaintiff alleges that MERS, acting in concert with MERSCORP, the parent corporate affiliate and holding company of MERS, is actively involved and participates in connection with the collaborative actions of the lender and the facilitation and furtherance contributing to the mortgage backed securitization of the Promissory Note, thereby substantially diminishing, damaging, and injuring the property rights of the plaintiff in the real property in the following manner:

- * Although MERS records an assignment in the real property records, the promissory note which creates the legal obligation to repay the debt is not negotiated to MERS.
- * MERS is not entitled to receive a borrower's monthly mortgage payment, nor is MERS entitled to receive the proceeds of arising from a foreclosure or a deed of trust sale.
- * MERS is not the owner of the promissory note for which MERS seeks foreclosure.
- * MERS has no legal or beneficial interest in the loan instrument underlying the security instrument for which MERS serves as the allegedly designated "nominee."

1 * MERS has no legal or beneficial interest in the underlying mortgage
2 indebtedness underlying the security instrument for which MERS
3 serves as the allegedly designated “nominee.”

4 * MERS has no interest in any aspect, legal, equitable, or beneficial, in the
5 underlying promissory note evidencing the underlying mortgage
6 indebtedness.

7 * MERS is at no time is a party to the alleged underlying mortgage
8 indebtedness underlying the underlying security instrument which
9 MERS serves as the allegedly designated “nominee.”

10 * MERS has no financial, proprietary, and/or or economic, interest in
11 whether a mortgage loan obligation is repaid by the mortgagor/borrower.

12 118. Plaintiff alleges that the efforts, threats, and/or attempts to foreclose by
13 and through the conduct of MERS, Deutsche Bank , and First American Title
14 Insurance Company, commencing and continuing from 2011, and up through and
15 including the date of the initiation of these proceedings, constitutes both extortion and
16 attempted extortion. Plaintiff alleges that inasmuch as the conduct and action of
17 defendants, committed by and through the use of instrumentalities of federal
18 commerce, is intended to cause and create fear in the mind of the plaintiff in order
19 to obtain and receive plaintiff’s property interests, through allegedly unlawful and
20 illegal foreclosure proceedings, contravenes Title 18 U.S.C. § 1951 and § 1952, and
21 applicable Washington state law governing extortion and theft.

22 119. Plaintiffs allege that defendants’ use of the federal mails and the federal
23 interstate wires (including use of Internet) in connection with the generation,
24 transmission, dissemination, recording, filing, and publication of instruments
25 containing material misrepresentations of fact and/or materially omitting to disclose
26 facts described herein above constitutes actionable federal mail fraud and federal
27 wire fraud in contravention of Title 18 U.S.C. §§ 1341 and 1343.

120. Plaintiff alleges that defendants aided and abetted one another, and others not named herein, in connection with committing the primary substantive contraventions of federal law identified herein above and are therefore jointly and severally liable as principals pursuant to Title 18 U.S.C. § 2.

121. Plaintiff alleges that defendants conspired with one another to injury plaintiff in plaintiff's interests in business and/or property by reason of contravention of RICO § 1962, and therefore are each liable, jointly and severally, pursuant to RICO § 1962(d) and the application of both *Pinkerton v. United States*, 328 U.S. 640 (1946) [*Pinkerton* Doctrine] and mediate causation in connection with the commission of conspiratorial activities contravening RICO § 1962.

Damages – Title 18 United States Code §§ 1964(a), (b), and ©):

122. Plaintiff has sustained injuries to plaintiff's interests in business and/or property by reason of contravention of RICO §§ 1962(c), and (d), according to offer of proof at time of trial. Plaintiff is entitled to an award of damages, trebled pursuant to RICO § 1964(c), accompanied with an award of attorneys' fees, costs, and expenses.

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1 **IV.**

2 ***[RICO 18 United States Code § 1961(4) “Substantive RICO Fraud”***

3 ***Enterprises]***

4 **[RICO § 1962©]**

5 123. Plaintiff alleges that RICO defendants, and other persons acting in
6 concert with RICO defendants unknown to plaintiffs, were employed by and
7 associated with others, and engaged in conduct constituting a RICO § 1961(5) pattern
8 of racketeering activity. Plaintiff further more alleges that said RICO defendants
9 were knowledgeable and aware of the criminal activities those RICO defendants and
10 others acting in concert therewith were engaged therein through the RICO enterprises
11 identified herein.

12 124. Plaintiff alleges that each of the following configurations listed herein
13 below, for purposes of plaintiff’S RICO substantive claims, constitute a RICO
14 ***“Substantive RICO Fraud”*** ‘enterprise’ as that term is defined pursuant to Title 18
15 United States Code § 1961(4) and within the strictures of ***Boyle v. United States***, 129
16 S. Ct. 2237 (2009) and ***Odom v. Microsoft Corp.***, 486 F.3d 541 (9th Cir. 2007)(en
17 banc).

18 125. Plaintiff alleges, that in conducting the business and affairs of the RICO
19 ***“Substantive RICO Fraud”*** enterprises specifically identified for purposes of
20 plaintiffs’ substantive RICO § 1962©) claim for relief, ***V– First Claim For Relief***,
21 committing the acts, omissions, misrepresentations, and breaches referred to herein
22 between late 2010, through 2011, 2012, 2013, and continuing up through and
23 including the initiation of these proceedings, this date in 2014, RICO defendants
24 engaged in a RICO pattern of racketeering activity in contravention of RICO §
25 1962©) inasmuch as said RICO defendants, and RICO persons unknown to plaintiffs
26 were employed by and/or associated with said RICO enterprises that were engaged
27 in activities that affect federal interstate and/or foreign commerce, and conducted
28

1 such RICO enterprise affairs by and a RICO pattern of racketeering activity.

2

3 ***RICO Enterprise No.: # 1:*** Plaintiff alleges that during all times material

4 herein that Mortgage Electronic Registration

5 Systems, Inc., [“MERS”] and MERSCORP

6 constitute a RICO enterprise engaged in

7 conduct involving the electronic recording of

8 mortgage interests subject to sub-mortgage

9 securitization as well as participating in the

10 generation and creation of mortgage

11 instruments expressly and specifically

12 identified as a purported designee and alleged

13 denominated as a nominee for the

14 mortgagee/lender. Plaintiff alleges that

15 MERSCORP is the corporate parent affiliated

16 entity owning, controlling, managing,

17 participating, and directing the conduct and

18 the affairs of MERS. Plaintiff alleges that

19 MERS and MERSCORP engage in a RICO

20 pattern of racketeering activity by and

21 through the RICO enterprise alleged herein

22 that affects federal interstate and/or foreign

23 commerce.

24

25 ***RICO Enterprise No.: # 2:*** Plaintiff alleges that during all times material

26 herein that American Mortgage Network, Inc.,

27 constitutes a RICO enterprise engaged in

28

1 conduct involving the generation, creation,
2 promotion, and issuance of sub-prime
3 mortgage instruments,, by and through the
4 employment of federal mails and federal
5 interstate wires, the purpose being to
6 securitize the mortgage instruments through
7 the pooling of such mortgage instruments
8 through mortgage backed securities trusts.
9 Plaintiff alleges that American Mortgage
10 Network, Inc., acts and functions in concert
11 with MERS, U.S. National Bank, Deutsche
12 Bank Trust Company Americas, Deutsche
13 Bank Trust Company, GMAC Mortgage,
14 LLC, , Cal-Western Reconveyance
15 Corporation, and First American Title
16 insurance Company in facilitating and
17 furthering the mortgage backed securitization
18 offering and selling of securitized mortgage
19 instruments by and through pooling and
20 servicing agreements. Plaintiff alleges that
21 American Mortgage Network, Inc., acts in
22 concert with Wachovia Mortgage Loan Trust,
23 Series 2006-AMN1, and RALI Series 2007-
24 QO4 Trust in connection with the offer and
25 sale mortgage-backed securities by and
26 through federal mails and federal wires.
27 Plaintiff alleges that American Mortgage
28

1 Network, Inc., engage in a RICO pattern of
2 racketeering activity by and through the
3 RICO enterprise alleged herein that affects
4 federal interstate and/or foreign commerce.

5
6 ***RICO Enterprise No.: # 3:***

7 Plaintiff alleges that during all times material
8 herein that MortgageIt, Inc., constitutes a
9 RICO enterprise engaged in conduct
10 involving the generation, creation,
11 promotion, and issuance of sub-prime
12 mortgage instruments,, by and through the
13 employment of federal mails and federal
14 interstate wires, the purpose being to
15 securitize the mortgage instruments through
16 the pooling of such mortgage instruments
17 through mortgage backed securities trusts.
18 Plaintiff alleges that MortgageIt, Inc., acts
19 and functions in concert with MERS, U.S.
20 National Bank, Deutsche Bank Trust
21 Company Americas, Deutsche Bank Trust
22 Company, LSI Title Agency, and First
23 American Title Insurance Company in
24 facilitating and furthering the mortgage
25 backed securitization offering and selling of
26 securitized mortgage instruments by and
27 through pooling and servicing agreements.
28 Plaintiff alleges that MortgageIt, Inc., acts in

concert with MortgageIT Trust 2005-AR1 in connection with the offer and sale mortgage-backed securities by and through federal mails and federal wires. Plaintiff alleges that MortgageIt, Inc., engage in a RICO pattern of racketeering activity by and through the RICO enterprise alleged herein that affects federal interstate and/or foreign commerce.

RICO Enterprise No.: # 4:

Plaintiff alleges that during all times material herein that IndyMac Bank, F.S.B., constitutes a RICO enterprise engaged in conduct involving the generation, creation, promotion, and issuance of sub-prime mortgage instruments,, by and through the employment of federal mails and federal interstate wires, the purpose being to securitize the mortgage instruments through the pooling of such mortgage instruments through mortgage backed securities trusts. Plaintiff alleges that IndyMac Bank, F.S.B., acts and functions in concert with FDIC as Receiver, MERS, U.S. National Bank, One West Bank, Northwest Trustee Services, Inc., RCO Legal, P.S., Routh Crabtree & Olsen, P.S. , Deutsche Bank Trust Company Americas, Deutsche Bank Trust Company,

1 and First American Title Insurance Company
 2 in facilitating and furthering the mortgage
 3 backed securitization offering and selling of
 4 securitized mortgage instruments by and
 5 through pooling and servicing agreements.
 6 Plaintiff alleges that IndyMac Bank, F.S.B.,
 7 acts in concert with IndyMac INDX Mortgage
 8 Loan Trust 2007-AR17 in connection with the
 9 offer and sale mortgage-backed securities by
 10 and through federal mails and federal wires.
 11 Plaintiff alleges that IndyMac Bank, F.S.B.,
 12 engage in a RICO pattern of racketeering
 13 activity by and through the RICO enterprise
 14 alleged herein that affects federal interstate
 15 and/or foreign commerce.

16
 17 ***RICO Enterprise No.: # 5:***

18 Plaintiff alleges that during all times material
 19 herein that Mortgage Electronic Registration
 20 Systems, Inc., [“MERS”], and IndyMac
 21 Bank, F.S.B., American Mortgage Network,
 22 Inc., MortgageIt, Inc., and other
 23 lenders/mortgagees, and with FDIC as
 24 Receiver, LSI Title Agency, U.S. National
 25 Bank, One West Bank, Northwest Trustee
 26 Services, Inc., RCO Legal, P.S., Routh
 27 Crabtree & Olsen, P.S., Deutsche Bank
 28 Trust Company Americas, Deutsche Bank

1 Trust Company, and First American Title
2 insurance Company, constitute a RICO
3 enterprise engaged in conduct involving the
4 initiation of foreclosure proceedings, by and
5 through serving as a nominee for
6 mortgagees/lenders issuing sub-prime
7 mortgage and conventional mortgage loan
8 obligations. Plaintiff alleges that MERS acts
9 in concert with IndyMac Bank, F.S.B.,
10 American Mortgage Network, Inc.,
11 MortgageIt, Inc., and other
12 lenders/mortgagees, and with FDIC as
13 Receiver, LSI Title Agency, U.S. National
14 Bank, One West Bank, Northwest Trustee
15 Services, Inc., RCO Legal, P.S., Routh
16 Crabtree & Olsen, P.S. , Deutsche Bank
17 Trust Company Americas, Deutsche Bank
18 Trust Company, and First American Title
19 insurance Company, in facilitating and
20 furthering the foreclosure proceeding process
21 as allege herein as a routine and basic form of
22 conducting business, and is actively involved
23 in the conduct of the affairs of the RICO
24 enterprise. Plaintiff alleges that MERS and
25 IndyMac Bank, F.S.B., American Mortgage
26 Network, Inc., MortgageIt, Inc., and other
27 lenders/mortgagees, and with FDIC as
28

Receiver, LSI Title Agency, U.S. National Bank, One West Bank, Northwest Trustee Services, Inc., RCO Legal, P.S., Routh Crabtree & Olsen, P.S., Deutsche Bank Trust Company Americas, Deutsche Bank Trust Company, and First American Title insurance Company engage in a RICO pattern of racketeering activity by and through the RICO enterprise alleged herein that affects federal interstate and/or foreign commerce.

RICO Enterprise No.: # 6:

Plaintiff alleges that Northwest Trustee Services, Inc., RCO Legal, P.S., and Routh Crabtree & Olsen, P.S., constitute a RICO enterprise engaged in conduct involving the initiation of foreclosure proceedings, by and through the activities of MERS, serving as a nominee for mortgagees/lenders issuing sub-prime mortgage and conventional mortgage loan obligations. Plaintiff alleges that constitute a RICO enterprise engaged in conduct involving the initiation of foreclosure proceedings, by and through serving as a nominee for mortgagees/lenders issuing sub-prime mortgage and conventional mortgage loan obligations. Plaintiff alleges

1 that Northwest Trustee Services, Inc., RCO
2 Legal, P.S., and Routh Crabtree & Olsen,
3 P.S., acts in concert with MERS in connection
4 with said foreclosure proceedings as a regular
5 and routine means of conducting business, as
6 allegedly herein. Plaintiff alleges that
7 Northwest Trustee Services, Inc., RCO Legal,
8 P.S., and Routh Crabtree & Olsen, P.S. ,
9 engage in a RICO pattern of racketeering
10 activity by and through the RICO enterprise
11 alleged herein that affects federal interstate
12 and/or foreign commerce.

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V.

MULTIPLE CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

***[For Commission of Substantive Contravention of RICO § 1962©) of the
Racketeer Influenced and Corrupt Organization Act of 1970
[“RICO”]***

[Title 18 United States Code § 1962©)]

[Against All Defendants]

126. For Plaintiff’s First Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125.

[RICO 18 U.S.C. §§1961(1)(A)-(B) Racketeering Activity]

Federal Aiding and Abetting: Title 18 U.S.C. § 2(a)

Federal Aiding and Abetting: Title 18 U.S.C. § 2(b)

Federal Bankruptcy Fraud: Title 18 U.S.C. §§ 152, 157

Federal Mail Fraud: Title 18 U.S.C. § 1341

Federal Wire Fraud: Title 18 U.S.C. § 1343

Federal Extortion: Title 18 U.S.C. § 1951

Federal Racketeering: Title 18 U.S.C. § 1952

127. Plaintiff alleges that RICO defendants engaged in the aforementioned feloniously criminal activities, with the intent to harm plaintiffs’ interests in plaintiffs’ business and/or property. Plaintiff alleges that the these activities engaged in by said defendants injured plaintiffs’ business and/or property interests in connection with their business activities that affect federal interstate and/or foreign commerce, resulting in loss of plaintiffs’ property interests, existing commercial business relationships, prospective economic advantages, business opportunities, and monies.

128. Plaintiff alleges that the afore described activities constitute conduct

engaged in by defendants to deprive plaintiffs of their interests in business and/or property, committed by and through commission of federal aiding and abetting, fraud, federal wire fraud, federal extortion, federal racketeering, and extortion as statutorily defined under Washington state law , and are therefore indictable as ‘racketeering activity,’ as that term is defined pursuant to Title 18 United States Code §§ 1961(1)(A)-(B).

[RICO 18 U.S.C. §§1961(5) Pattern of Racketeering Activity]

129. Plaintiff alleges that the course of conduct engaged in by said RICO defendants constitutes both continuity and relatedness of the racketeering activity, thereby constituting a ‘pattern of racketeering activity,’ as that term is defined pursuant to Title 18 United States Code §§ 1961(5). Plaintiff alleges that the continuity of the pattern of racketeering activity is both closed -ended inasmuch as a series of related predicate offenses extend over a substantial period of time, and open-ended inasmuch as the racketeering activities themselves include a specific threat of repetition extending indefinitely into the future and/or that the predicate offenses comprise and constitute constituent elements of a part of an ongoing entity’s and/or person’s regular way of conducting and/or doing business.

[RICO 18 United States Code § 1961(4) Enterprise]

130. Plaintiff alleges that RICO defendants, and other persons acting in concert with RICO defendants unknown to plaintiffs, were employed by and associated with others, and engaged in conduct constituting a RICO §1961(5) pattern of racketeering activity. Plaintiffs further more allege that said RICO defendants were knowledgeable and aware of the criminal activities those RICO defendants and others acting in concert therewith were engaged therein through the RICO enterprises identified herein.

131. Plaintiff alleges that each of the following configurations, for purposes of plaintiffs’ RICO substantive claims, constitute a RICO ‘enterprise’ as that term is

1 defined pursuant to Title 18 United States Code § 1961(4) and within the strictures
2 of *Boyle v. United States*, 129 S. Ct. 2237 (2009) and *Odom v. Microsoft Corp.*, 486
3 F.3d 541 (9th Cir. 2007)(en banc).

4 132. Plaintiff alleges, that in conducting the business and affairs of the RICO
5 enterprises specifically identified for purposes of plaintiffs' substantive RICO §
6 1962©) claims for relief, committing the acts, omissions, misrepresentations, and
7 breaches referred to herein between late, 2010, through 2011, 2012, 2013, and
8 continuing up through and including the initiation of these proceedings this date in
9 2014, RICO defendants engaged in a RICO pattern of racketeering activity in
10 contravention of RICO § 1962©) inasmuch as said RICO defendants, and RICO
11 persons unknown to plaintiffs were employed by and/or associated with said RICO
12 enterprises that were engaged in activities that affect federal interstate and/or foreign
13 commerce, and conducted such RICO enterprise affairs by and a RICO pattern of
14 racketeering activity.

15 ***[RICO Recovery]***

16 133. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
17 § 1964©), treble damages in an amount to be determined by offer of proof at time of
18 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as
19 well as damages arising from lost profits and/or lost business opportunities
20 proximately caused by RICO defendants committed in furtherance of contravention
21 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title
22 18 U.S.C. §§ 1961, et.seq.].

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SECOND CLAIM FOR RELIEF

***[For Commission of Aiding and Abetting Substantive Contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt Organization Act of 1970
[“RICO”][Title 18 United States Code § 1962©)]***

[Against All Defendants]

134. For Plaintiff’s Second Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125.

135. Plaintiff alleges that the RICO defendants employed the federal mails and/or federal interstate wires, as well as engaged in the commission of racketeering activity, to aid and abet the substantive RICO § 1962©) contraventions committed as alleged herein.

136. Plaintiff alleges that RICO defendants: (1) were associated with the feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the commission of the substantive RICO contraventions committed; (3) participated in it with the intent to bring it about; (4) sought by defendants’ actions to facilitate and further its success; and (5) substantially assisted in the commission of the substantive RICO contraventions committed by other RICO co-defendants.

[RICO Recovery]

137. Plaintiff is entitled to recover, pursuant to Title 18 United States Code § 1964©), treble damages in an amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys’ fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities proximately caused by RICO defendants committed in furtherance of contravention of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1961, et.seq.].

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THIRD CLAIM FOR RELIEF

***[For Commission of Substantive Contravention of RICO § 1962©) of the
Racketeer Influenced and Corrupt Organization Act of 1970***

["RICO"] [Title 18 United States Code § 1962©)]

[Respondeat Superior Liability]

[Against All Defendants]

138. For Plaintiff's Third Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125.

139. Plaintiff alleges that during all times material herein various individuals and persons functioned and served in the capacities of agent, employee, director, designee, officer, representative, manager, supervisor, employee, and/or servant upon behalf of defendants, engaged in the feloniously criminal conduct alleged herein in such representative capacities, and that as proximate result thereof, defendants derived a benefit thereby.

140. Plaintiff alleges that the commission of the feloniously criminal conduct of defendants' agents, employees, officers, directors, partners, representatives, designees, nominees, and deputies dit, Inc., arose within the course and scope of the employ and/or agency with defendants.

141. Plaintiff alleges that as a direct and proximate cause and result thereof, defendants are vicariously and derivatively liable for contravening RICO § 1962©).

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FOURTH CLAIM FOR RELIEF

***[For Commission of RICO Aiding and Abetting RICO § 1962(d) Conspiracy
Contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt
Organization Act of 1970[“RICO”][Title 18 United States Code § 1962©)]
[RE: RICO § 1962(d)\Pinkerton Doctrine]
[RE: Pinkerton v. United States, 328 U.S. 640 (1946)]***

and

Salinas v. United States, 522 U.S. 52 (1997)]

[Against All Defendants]

144. For Plaintiff’s Fourth Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125.

145. Plaintiff alleges that the RICO defendants employed the federal mails and/or federal interstate wires, as well as engaged in the commission of racketeering activity, to aid and abet the substantive RICO § 1962©) contraventions committed as alleged herein.

146. Plaintiff alleges that the RICO defendants’ actions are deemed to constitute mediate causation resulting thereby with the exertion of some causal effect upon other RICO defendants’ conduct by virtue of the affiliating with one another for criminal purposes. Plaintiff alleges that such criminal affiliation constitutes a voluntary act committed with a culpable *mens rea* that causes a societal harm and concomitant social injury

147. Plaintiff alleges that the RICO defendants’ conduct constituted aiding and abetting a RICO § 1962(d) conspiracy inasmuch as RICO defendants were:

- A. associated with a criminal venture as alleged herein;
- B. that the RICO defendants participated in the criminal venture as something the RICO defendants wished to bring about; and,
- C. that the RICO defendants sought by their actions to make it

1 succeed.

2 148. Plaintiff alleges that RICO defendants: (1) were associated with the
3 feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the
4 commission of the substantive RICO contraventions committed; (3) participated in
5 it with the intent to bring it about; (4) sought by defendants' actions to facilitate and
6 further its success; and (5) substantially assisted in the commission of the substantive
7 RICO contraventions committed by other RICO co-defendants.

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9 149. Plaintiff alleges that the RICO defendants aided and abetted a RICO §
10 1962(d) conspiracy between said RICO defendants to contravene RICO § 1962(c) to
11 injure plaintiffs' interests in business and/or property.

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150. Plaintiff alleges that the defendants are conspiratorially liable under application of the *Pinkerton* Doctrine [*Pinkerton v. United States*, 328 U.S. 640 (1946) and *Salinas v. United States*, 522 U.S. 52 (1997)] for the substantive RICO § 1962©) contraventions committed by RICO defendants inasmuch as:

- A. Defendants engaged in the criminal activities that constitute the RICO § 1961(5) pattern of racketeering activity;
- B. Defendants are members of the RICO § 1962(d) conspiracy designed and intended to contravene RICO § 1962©);
- C. Defendants engaged in activities in furtherance of advancing and promoting the RICO § 1962(d) conspiracy designed and intended to contravene RICO § 1962©);
- D. Defendants are members of the RICO § 1962(d) conspiracy at and during the time frame the criminal activities were committed that constitute the RICO § 1961(5) pattern of racketeering activity; and,
- E. The offense fell within the scope of the unlawful agreement and could reasonably have been foreseen to be a necessary or natural consequence of the unlawful agreement.

[RICO Recovery]

151. Plaintiff is entitled to recover, pursuant to Title 18 United States Code § 1964©), treble damages in an amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities proximately caused by RICO defendants committed in furtherance of contravention of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961, et.seq.].

FIFTH CLAIM FOR RELIEF

[For Commission of RICO § 1962(d) Conspiracy Contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt Organization Act of 1970[“RICO”][Title 18 United States Code § 1962©)]

[RE: RICO § 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton v. United States, 328 U.S. 640 (1946)]

and

Salinas v. United States, 522 U.S. 52 (1997)]

[Against All Defendants]

152. For Plaintiff’s Fifth Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125.

[RICO Conspiratorial Liability – Mediate Causation Contentions]

153. Plaintiff alleges that commencing in late 2010, and during and continuing at all times material herein thereafter, RICO defendants mutually agreed to engage in the aforementioned racketeering activities and/or criminal conduct giving rise to the RICO § 1962©) contraventions. Plaintiff alleges that the conspiratorial objective of that mutual agreement was intended and designed to destroy, injure, and damage plaintiffs’ interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO § 1962(d).

154. Plaintiff alleges that the RICO defendants’ actions are deemed to constitute mediate causation resulting thereby with the exertion of some causal effect upon other RICO defendants’ conduct by virtue of the affiliating with one another for criminal purposes. Plaintiff alleges that such criminal affiliation constitutes a voluntary act committed with a culpable *mens rea* that causes a societal harm and concomitant social injury

1 155. Plaintiff alleges that the RICO defendants' conduct constituted aiding
2 and abetting a RICO § 1962(d) conspiracy inasmuch as RICO defendants were:

- 3 A. associated with a criminal venture as alleged herein;
- 4 B. that the RICO defendants participated in the criminal venture as
- 5 something the RICO defendants wished to bring about; and,
- 6 C. that the RICO defendants sought by their actions to make the
- 7 criminal venture succeed.

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9 156. Plaintiff alleges that RICO defendants: (1) were associated with the
10 feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the
11 commission of the substantive RICO contraventions committed; (3) participated in
12 it with the intent to bring it about; (4) sought by defendants' actions to facilitate and
13 further its success; and (5) substantially assisted in the commission of the substantive
14 RICO contraventions committed by other RICO co-defendants.

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16 157. Plaintiff alleges that the RICO defendants aided and abetted a RICO §
17 1962(d) conspiracy between said RICO defendants to contravene RICO § 1962©) to
18 injure plaintiffs' interests in business and/or property.

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20 158. Plaintiff alleges that the defendants are conspiratorially liable under
21 application of the *Pinkerton* Doctrine [*Pinkerton v. United States*, 328 U.S. 640
22 (1946) and *Salinas v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
23 § 1962©) contraventions committed by RICO defendants inasmuch as:

- 24 A. Defendants engaged in the criminal activities that constitute the
- 25 RICO § 1961(5) pattern of racketeering activity;
- 26 B. Defendants are members of the RICO § 1962(d) conspiracy
- 27 designed and intended to contravene RICO § 1962©);

1 C. Defendants engaged in activities in furtherance of advancing and
2 promoting the RICO § 1962(d) conspiracy designed and intended
3 to contravene RICO § 1962©);

4 D. Defendants are members of the RICO § 1962(d) conspiracy at and
5 during the time frame the criminal activities were committed that
6 constitute the RICO § 1961(5) pattern of racketeering activity;
7 and,

8 E. The offense fell within the scope of the unlawful agreement and
9 could reasonably have been foreseen to be a necessary or natural
10 consequence of the unlawful agreement.

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12 ***[RICO Recovery]***
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14 159. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
15 § 1964©), treble damages in an amount to be determined by offer of proof at time of
16 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation,
17 as well as damages arising from lost profits and/or lost business opportunities
18 proximately caused by RICO defendants committed in furtherance of contravention
19 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title
20 18 U.S.C. §§ 1961, et.seq.].

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SIXTH CLAIM FOR RELIEF

[For Commission of RICO § 1962(d) Conspiracy Contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt Organization Act of 1970[“RICO”][Title 18 United States Code § 1962©)]

[RE: RICO § 1962(d) Conspiracy to Commit RICO Aiding and Abetting RICO § 1962©)] [RE: RICO § 1962(d)\Pinkerton Doctrine]
[RE: Pinkerton v. United States, 328 U.S. 640 (1946)
and Salinas v. United States, 522 U.S. 52 (1997)]

[Against All Defendants]

160. For Plaintiff’s Sixth Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125.

[RICO Conspiratorial Liability – Mediate Causation Contentions]

161. Plaintiff alleges that commencing in late 2010, and during and continuing at all times material herein thereafter, RICO defendants mutually agreed to engage in the aforementioned racketeering activities and/or criminal conduct giving rise to the RICO § 1962©) contraventions. Plaintiff alleges that the conspiratorial objective of that mutual agreement was intended and designed to destroy, injure, and damage plaintiffs’ interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO § 1962(d).

162. Plaintiff alleges that the RICO defendants’ actions are deemed to constitute mediate causation resulting thereby with the exertion of some causal effect upon other RICO defendants’ conduct by virtue of the affiliating with one another for criminal purposes. Plaintiff alleges that such criminal affiliation constitutes a voluntary act committed with a culpable *mens rea* that causes a societal harm and

1 concomitant social injury

2
3 163. Plaintiff alleges that the RICO defendants' conduct constituted aiding
4 and abetting a RICO § 1962(d) conspiracy inasmuch as RICO defendants were:

- 5 A. associated with a criminal venture as alleged herein;
- 6 B. that the RICO defendants participated in the criminal venture as
- 7 something the RICO defendants wished to bring about; and,
- 8 C. that the RICO defendants sought by their actions to make the
- 9 criminal venture succeed.

10
11 164. Plaintiff alleges that RICO defendants: (1) were associated with the
12 feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the
13 commission of the substantive RICO contraventions committed; (3) participated in
14 it with the intent to bring it about; (4) sought by defendants' actions to facilitate and
15 further its success; and (5) substantially assisted in the commission of the substantive
16 RICO contraventions committed by other RICO co-defendants.

17
18 165. Plaintiff alleges that the RICO defendants aided and abetted a RICO §
19 1962(d) conspiracy between said RICO defendants to contravene RICO § 1962©) to
20 injure plaintiff's interests in business and/or property.

21
22 166. Plaintiff alleges that the defendants are conspiratorially liable under
23 application of the *Pinkerton* Doctrine [*Pinkerton v. United States*, 328 U.S. 640
24 (1946) and *Salinas v. United States*, 522 U.S. 52 (1997)] for the aiding and abetting
25 of the substantive RICO § 1962©) contraventions committed by RICO defendants
26 inasmuch as:

- 27 A. Defendants engaged in the criminal activities that constitute the

RICO § 1961(5) pattern of racketeering activity;

B. Defendants are members of the RICO § 1962(d) conspiracy designed and intended to contravene RICO § 1962©);

C. Defendants engaged in activities in furtherance of advancing and promoting the RICO § 1962(d) conspiracy designed and intended to contravene RICO § 1962©);

D. Defendants are members of the RICO § 1962(d) conspiracy at and during the time frame the criminal activities were committed that constitute the RICO § 1961(5) pattern of racketeering activity; and,

E. The offense fell within the scope of the unlawful agreement and could reasonably have been foreseen to be a necessary or natural consequence of the unlawful agreement.

[RICO Recovery]

167. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code § 1964©), treble damages in an amount to be determined by offer of proof at time of trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities proximately caused by RICO defendants committed in furtherance of contravention of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961, et.seq.].

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SEVENTH CLAIM FOR RELIEF

[For Commission of Washington Criminal Profiteering Act]

[R.C.W. §§ 9A.82.080(1)(a)-(2)(a), (3)(a)]

[Against All Defendants]

168. For Plaintiff's Seventh Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 125, and each and every claim for relief alleged pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961, et.seq.].

169. Plaintiff alleges that defendants engaged in both a course of conduct and a pattern of practice as described more fully herein below that constitutes criminal profiteering.

170. Plaintiff alleges that during all times material herein defendants engaged in "criminal profiteering" in one or more of the following instances as statutorily defined pursuant to RCW 9A.82.010(4):

- i.. RCW 9A.82.010(4)(d)(forgery)
- ii. RCW 9A.82.010(4)(e)(theft)(including conspiracy, aiding and abetting, and attempt)
- iii. RCW 9A.82.010(4)(k)(extortion)(including conspiracy, aiding and abetting, and attempt)
- iv. RCW 9A.82.010(4)(m)(extortionate extension of credit)(including conspiracy, aiding and abetting, and attempt)
- v. RCW 9A.82.010(4)(o)(collection of an extortionate extension of credit)
- vi. RCW 9A.82.010(4)(p)(collection of an unlawful debt)(including conspiracy, aiding and abetting, and attempt)
- vii. RCW 9A.82.010(4)(r)(trafficking in stolen property)
- viii. RCW 9A.82.010(4)(s)(leading organized crime)
- ix. RCW 9A.82.010(4)(oo)(theft with the intent to resell)(including

conspiracy, aiding and abetting, and attempt)

- x. RCW 9A.82.010(4)(qq)(mortgage fraud)(including conspiracy, aiding and abetting, and attempt)

171. Plaintiff alleges that during all times material herein defendants functioned as a criminal “enterprise” as that term is statutorily defined pursuant to RCW 9A.82.010(8), and as criminal “enterprises” as specifically alleged and particularly formulated and identified herein above under RICO § 1961(4) and for purposes of the RICO § 1962(c), claim for relief.

172. Plaintiff alleges that during all times material herein defendants engaged in “extortionate means” as that term is statutorily defined pursuant to RCW 9A.82.010(10).

173. Plaintiff alleges that during all times material here in defendants engaged in a “pattern of criminal profiteering activity,” as that term is statutorily defined pursuant to RCW 9A.82.010(12), having committed at least three acts of criminal profiteering, with the same or similar intent, results, accomplices, principals, victims, or methods of commission, or be otherwise interrelated by distinguishing characteristics including a nexus to the same enterprise(s), none being mere isolated events or coincidences. Plaintiffs further allege that the conduct engaged in by these particular defendants is an established and recognized means of conducting business both within Washington and outside of Washington, to wit, defendants’ “*modus operandi*” for purposes of ER 404(b) “other crimes” evidence.

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1 174. Plaintiff alleges that during all times material herein defendants
2 engaged in committing, conspiring to commit, and aiding and abetting one another,
3 to obtain and receive proceeds derived from a pattern of criminal profiteering,
4 including, but not restrictive to, the acquisition of any title to, or any right, interest
5 or equity in real property, as statutorily described pursuant to RCW
6 9A.82.080(1)(a)-(2)(a), (3)(a).

7
8 175. Plaintiff alleges that plaintiff sustained an injury to their person,
9 business, and/or property by an act of criminal profiteering that is part of a pattern of
10 criminal profiteering activity, and is entitled therefore to recover both monetary
11 damages and appropriate remedial relief as statutorily provided pursuant to RCW
12 9A.82.100(1)(a)-(c)), including recovery of treble damages, both jointly and severally,
13 as well as an award of attorneys' fees, costs, and expenses.

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EIGHTH CLAIM FOR RELIEF

***[For Commission of Conspiracy to Contravene Washington Criminal
Profiteering Act]***

[R.C.W. §§ 9A.82.080(1)(a)-(2)(a), (3)(a)]

[Against All Defendants]

176. For Plaintiff's Eighth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 117, and each and every claim for relief alleged pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961, et.seq.].

***[Criminal Profiteering Conspiratorial Liability – Mediate Causation
Contentions]***

177. Plaintiff alleges that commencing in 2010, and during and continuing at all times material herein thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or criminal conduct giving rise to the R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) contraventions. Plaintiff alleges that the conspiratorial objective of that mutual agreement was intended and designed to destroy, injure, and damage plaintiffs' interests in business and/or property, and that such conspiratorial conduct constitutes contravention of the Washington Criminal Profiteering Act.

178. Plaintiff alleges that the defendants' actions are deemed to constitute mediate causation resulting thereby with the exertion of some causal effect upon other defendants' conduct by virtue of the affiliating with one another for criminal purposes. Plaintiff alleges that such criminal affiliation constitutes a voluntary act committed with a culpable *mens rea* that causes a societal harm and concomitant social injury

179. Plaintiff alleges that the defendants' conduct constituted aiding and abetting a R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) conspiracy inasmuch as RICO defendants were:

- A. associated with a criminal venture as alleged herein;
- B. that the RICO defendants participated in the criminal venture as something the RICO defendants wished to bring about; and,
- C. that the RICO defendants sought by their actions to the criminal venture succeed.

180. Plaintiff alleges that defendants: (1) were associated with the feloniously criminal and wrongful conduct; (2) were knowledgeable and aware of the commission of the substantive contraventions committed; (3) participated in it with the intent to bring it about; (4) sought by defendants' actions to facilitate and further its success; and (5) substantially assisted in the commission of the substantive R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) contraventions committed by other co-defendants.

181. Plaintiff alleges that the defendants aided and abetted a R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) conspiracy between said defendants to contravene R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) to injure plaintiffs' interests in business and/or property.

182. Plaintiff alleges that the defendants are conspiratorially liable under application of the *Pinkerton* Doctrine [*Pinkerton v. United States*, 328 U.S. 640 (1946) and *Salinas v. United States*, 522 U.S. 52 (1997)] for the substantive R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) contraventions committed by RICO defendants inasmuch as:

- 1 A. Defendants engaged in the criminal activities that constitute the
- 2 RCW 9A.82.010(12) pattern of criminal racketeering activity;
- 3 B. Defendants are members of the conspiracy designed and intended
- 4 to contravene R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a);
- 5 C. Defendants engaged in activities in furtherance of advancing and
- 6 promoting the R.C.W. 9A.82.080(1)(a)-(2)(a), (3)(a) conspiracy
- 7 designed and intended to contravene R.C.W. 9A.82.080(1)(a)-
- 8 (2)(a), (3)(a);
- 9 D. Defendants are members of the R.C.W. 9A.82.080(1)(a)-(2)(a),
- 10 (3)(a) conspiracy at and during the time frame the criminal
- 11 activities were committed that constitute the RCW
- 12 9A.82.010(12) pattern of criminal racketeering activity; and,
- 13 E. The offense fell within the scope of the unlawful agreement and
- 14 could reasonably have been foreseen to be a necessary or natural
- 15 consequence of the unlawful agreement.

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17 183. Plaintiff alleges that plaintiff sustained an injury to their person,

18 business, and/or property by an act of criminal profiteering that is part of a pattern of

19 criminal profiteering activity, and is entitled therefore to recover both monetary

20 damages and appropriate remedial relief as statutorily provided pursuant to RCW

21 9A.82.100(1)(a)-(c)), including recovery of treble damages, both jointly and severally,

22 as well as an award of attorneys' fees, costs, and expenses.

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VI.**PRAYER**

WHEREFORE, plaintiff Charles Greg Nygard prays for entry of judgment against defendants, and each and every one of these defendants, jointly and severally, as follows:

1. For entry of judgment of compensatory damages, according to offer of proof at time of trial, arising from contravention of RICO §§ 1962(c), and (d) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1962(c) and (d)], trebled pursuant to RICO § 1964©), of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. § 1964©)];
2. For entry of judgment and appropriate orders for issuance of equitable relief pursuant to RICO §§ 1964(a)-(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1964(a)-(b)];
3. For entry of judgment and appropriate orders for issuance of declaratory relief pursuant to RICO §§ 1964(a)-(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1964(a)-(b)];
4. For entry of judgment and an award of attorneys' fees, costs, and expenses arising from judgment entered upon finding of contravention of RICO §§ 1962(c) and (d) pursuant to RICO § 1964©) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. § 1964©)];

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1 5. For recovery under federal supplemental claims jurisdiction [Title 28 U.S.C.
2 § 1367(b)]; and,

3
4 6. For such further and other relief as this Honourable Court deems just,
5 equitable, and proper in the premises.

6 ***Respectfully presented,***

7 Dated: 10 November 2014.

8 DEAN BROWNING WEBB
9 ATTORNEY and COUNSELOR AT LAW

10 By: /s/ **Dean Browning Webb**

11 DEAN BROWNING WEBB, ESQ. WSBA # 10735
12 ATTORNEY and COUNSELOR AT LAW
13 515 EAST 39TH STREET
14 VANCOUVER, WA 98663-2240
15 TELEPHONE: [503] 629-2176
16 ELECTRONIC MAILING ADDRESS:
17 Ricoman1968@aol.com

18 ATTORNEYS FOR PLAINTIFF:

19 Charles Greg Nygard
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VII.

DEMAND FOR TRIAL BY JURY

PURSUANT TO THE SEVENTH AMENDMENT

OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA

Plaintiff Charles Greg Nygard hereby demand that this cause be tried before a jury pursuant to the Seventh Amendment of the Constitution of the United States of America (Amend VII of the Constitution of the United States of America), Rule 38(b) of the Federal Rules of Civil Procedure, and Local Civil Rule 38.1 of the Local Civil Rules of the United States District Court for the Eastern District of Washington.

Respectfully presented,

Dated: 10 November 2014.

DEAN BROWNING WEBB
ATTORNEY and COUNSELOR AT LAW

By: /s/ Dean Browning Webb
DEAN BROWNING WEBB, ESQ. WSBA # 10735
ATTORNEY and COUNSELOR AT LAW
515 EAST 39TH STREET
VANCOUVER, WA 98663-2240
TELEPHONE: [503] 629-2176
ELECTRONIC MAILING ADDRESS:
Ricoman1968@aol.com

ATTORNEYS FOR PLAINTIFF:

Charles Greg Nygard